

Petition No(s): C24250033

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CITY OF MOUNTAIN VIEW RENTAL HOUSING COMMITTEE
HEARING OFFICER DECISION PURSUANT TO
THE COMMUNITY STABILIZATION AND FAIR RENT ACT (“CSFRA”)

Rental Housing Committee Case No.:	C23240033
Type of Petition:	Tenant Petition for Downward Adjustment of Rent Petition B: Failure to Maintain Habitable Premises and/or Decrease in Housing Services or Maintenance
Address of Rental Property:	1984 Colony Street, Mountain View, CA 94043
Subject Unit(s):	█
Petitioner Name(s) and Authorized Representative(s):	Shandy Brooksfox and Brian Keith
Respondent Name(s) and Authorized Representative(s):	Richard Todd Spieker and Catherine Reilly Spieker, Trustees of the Spieker Living Trust, doing business as the Spieker Companies Rachel G. Chubey, Esq., Spencer Fane, LLP
Date of Prehearing Meeting:	January 24, 2025
Date(s) of Hearing:	February 19, 2025
Place of Hearing:	Online via Zoom
Date Hearing Record Closed:	March 6, 2025
Date of Decision:	April 17, 2025
Date of Mailing:	See attached Proof of Service.
Hearing Officer:	Barbara M. Anscher

I. PROCEDURAL HISTORY

1. On November 15, 2024, Petitioners Shandy Brooksfox and Brian Keith (collectively “Petitioners,” or “Tenants,” and individually “Ms. Brooksfox” or “Mr. Keith”) filed with the

City of Mountain View Rent Stabilization Division (the “Rent Stabilization Division”) a Petition for a downward rent adjustment, specifically alleging a failure to maintain habitable premises (the “Petition”) for 1984 Colony Street, Unit [REDACTED] (the “Affected Unit”).

2. On November 19, 2024, the Rent Stabilization Division served on the parties a Notice of Filing a Downward Adjustment of Rent Petition.

3. On December 16, 2024, the Rent Stabilization Division served on the parties a Notice of Acceptance and Forwarding of Petition, with a Hearing Information Sheet attached.

4. On or about December 19, 2024, Respondent filed with the Rent Stabilization Division a Representative Authorization Form, dated December 16, 2024, and a Petition Response Form, dated December 19, 2024 with supporting documentation.

5. On January 17, 2025, the Rent Stabilization Division served a Notice of Prehearing Meeting and Hearing on the parties, setting a Prehearing Meeting date for January 24, 2025 at 4:00 p.m. and a tentative Hearing date of February 24, 2025 at 1:00 p.m. Attached to the Notice was a Hearing Information Sheet.

6. A Prehearing Meeting was held by videoconference on January 24, 2025 at 4:00 p.m., as duly noticed. At the Prehearing Meeting, the Hearing Officer explained the hearing procedure and the burden of proof, answered the parties’ questions, and discussed whether additional evidence would be requested. Additionally, the parties stipulated that the Hearing would be rescheduled to February 19, 2025 at 10:00 a.m.

7. On January 27, 2025, the Hearing Officer issued a Prehearing Order by which the parties were granted until February 7, 2025 to submit documents requested by the Hearing Officer and to submit witness lists, if any.

8. A Notice of Updated Hearing Date and Pre-Hearing Order were served on the parties by the Rent Stabilization Division on January 27, 2025. In the Notice, the Hearing was set for February 19, 2025 at 10:00 a.m., as stipulated by the parties.

9. Respondent submitted additional documentary evidence prior to February 7, 2025 and submitted notice that three non-party witnesses would testify at the Hearing. Petitioners also submitted additional documents prior to the Hearing.

10. A Hearing was held on February 19, 2025, as duly noticed.

11. On February 19, 2025, after the Hearing, the Hearing Officer issued a Post-Hearing Order requesting further evidence from the parties on or before March 3, 2025. The Rent Stabilization Division served a Notice of Hearing Officer Post-Hearing Order on all parties on February 25, 2025.

12. The parties submitted the requested documents on or before March 3, 2025.

13. The Hearing Officer issued an Order on March 7, 2025 closing the Record as of March 6, 2025.

II. PARTICIPANTS AT THE HEARING

1. Petitioners Shandy Brooksfox and Brian Keith were present.
2. Rachel Jones, Regional Portfolio Manager, Spieker Companies, Inc. ("Ms. Jones") was present as an Authorized Representative of Respondent.
3. Rachel G. Chubey, Esq., Spencer Fane, LLP appeared on behalf of Respondent and on behalf of the Spieker Companies and Rachel Jones.
4. Patricia Black and Alitcel Camacho attended on behalf of the Rent Stabilization Division.
5. Three witnesses testified on behalf of Respondent: Rachel Jones, Gwendolyn Lim, Resident Manager, Spieker Companies ("Ms. Lim"), and Troy Martin, maintenance technician for the Spieker Companies.

III. SUMMARY OF FINDINGS

Respondent shall pay to Petitioners the amount of \$14,273.78 for (1) failure to maintain habitable premises with respect to the following conditions: moisture, mold and mildew in the bedrooms; mold in the bathroom; sewer pipes backing up and toilet and bathtub clogging; and electrical circuit failures; and (2) a decrease in Housing Services due to excessive noise from the water heater. Petitioners failed to provide Respondent with notice and adequate time to repair the wall heater and thus shall not receive a downward adjustment of rent for that condition.

IV. SUMMARY OF WITNESS TESTIMONY

Shandy Brooksfox and Brian Keith

Ms. Brooksfox testified on behalf of herself and Mr. Keith, who was present at the Hearing. Ms. Brooksfox stated that she and her family moved into the Affected Unit sometime between April 4, 2023 and April 7, 2023. Ms. Brooksfox said that Petitioners paid rent until October 2024. They received a rent refund of \$1,200.00 after they had lived in the Affected Unit for a year due to a rent concession when they signed the Lease. The Affected Unit is a house within an apartment complex. It has two bedrooms, a den which Ms. Brooksfox and Mr. Keith use as their bedroom, and one bathroom.

Prior to May 13, 2023, within less than a month of occupying the Affected Unit, Ms. Brooksfox and Mr. Keith noticed problems with the electrical circuits, the sewer line, and the hot water heater. Ms. Brooksfox said that she thought that the first time she complained about the condition of the Affected Unit was on May 13, 2023; however, it could have been on April 19, 2023.

The original property manager, Julian Garcia ("Mr. Garcia"), and the maintenance technician who frequently came to repair things, whose name was Jose Sanchez ("Mr. Sanchez"), kept telling her that the rental unit was old and these kinds of problems were to be expected. When the problems persisted, Mr. Garcia relayed information on to a higher level of management; however, the problems were only temporarily repaired, because the contractors that property management hired did poor work, and the problems were not resolved.

With respect to the electrical problems, circuits in the Affected Unit would shut down whenever the Petitioners attempted to use any other appliances along with the microwave. Ms. Brooksfox testified that when they moved in, Mr. Garcia showed them how to use the circuit box in case the power went out, so they knew how to flip the circuits back on. Ms. Brooksfox said that she reported the circuit problem on May 13, 2023. Initially, a member of the Respondent's maintenance team inspected the circuits and said that nothing was wrong. Eventually, management brought an electrician to investigate, and he added extra outlets in the kitchen. He said that they should use a different outlet on the other side of the kitchen for appliances other than the microwave. The addition of the outlets did not fix the problem. Ms. Brooksfox said that Petitioners used outlets other than the outlet for the microwave and spread their appliances to outlets in a different part of the kitchen, but the electrical issues were not resolved. She said that if someone were ironing or using the toaster and the microwave at the same time, the lights would go out. She said that sometimes the power would just shut down because one person was watching television and another was playing on the computer. Maintenance came again and said that nothing was wrong.

On August 29, 2023, Ms. Brooksfox emailed Mr. Garcia regarding scheduling the electrician to return because the problems had not been resolved, and he responded that maintenance had tested the electricity and found no problem. Ms. Brooksfox said that after the August 29, 2023 exchange of emails with Mr. Garcia, Petitioners did not report the problem again and just lived with it. Ms. Brooksfox said she also assumed that Mr. Garcia would tell Ms. Lim about the electricity and other issues in the Affected Unit when she took over from him as property manager in March 2024. Petitioners had problems with the electricity until they moved out.

With respect to the sewage and plumbing, Ms. Brooksfox said that there was a smell of sewage throughout the Affected Unit, and the toilet and bathtub were constantly clogging. Maintenance replaced the toilet, and it did not clog as much. However, the bathtub continued to clog, and she often poured Drano down it.

Ms. Brooksfox testified that Petitioners noticed the plumbing problems within the first month of occupying the Affected Unit. The toilet was frequently clogged, and the water pressure was weak. Generally, Mr. Sanchez would unclog it. On June 3, 2023, a plumber

came and replaced the wax ring on the toilet. The toilet was replaced on July 5, 2023, and the problem improved.

With respect to the bathtub, Ms. Brooksfox said that Mr. Garcia had Mr. Sanchez clean mold and reseal the tile backsplash in the shower at the end of June 2023. She said that a couple of months later, the sealing failed and had air pockets behind it from which mold and other dirt emerged. She reported it by phone to Mr. Garcia, but nothing was done. A vendor was supposed to reglaze the bathtub and reseal the tile around the shower and bathtub, but that never happened. She believes there was mold behind the tile backsplash in the shower.

As concerns the clogging in the bathtub, Ms. Brooksfox said that she gave up trying to get it repaired. She said that when they showered, the tub would clog up and water would accumulate above their ankles. Occasionally maintenance would come by and unclog it, and it would work temporarily. She said it was an unnecessary burden to have to constantly request repairs on the toilet and tub from shortly after they moved in.

In April 2023, Petitioners had noticed a smell of sewage in the hallway, their [REDACTED]'s room, and the living room, and Ms. Brooksfox reported it to management. On November 5, 2023, the sewer pipe burst, and there were feces in the backyard. A plumber came and cleaned up the feces but left the lid to the sewer off. Ms. Brooksfox notified Mr. Garcia, and Mr. Sanchez sealed off the sewer pipe the next day. There were no more problems with the sewer smell after that. Ms. Brooksfox testified that, with respect to the sewer pipes, the plumber snaked out the sewer line when the pipes burst; however, the plumber told Petitioners that the line from the bathroom in the Affected Unit connects to the line for the other rental units on the property, and the plumber did not snake out the other connection.

There had also been a smell coming from the dishwasher that Ms. Brooksfox reported on November 11, 2023. After the dishwasher was replaced, the smell dissipated.

With respect to the water heater, it made sounds like someone was trying to break into the Affected Unit any time that hot water was turned on. Maintenance put duct tape on its door, and the sound was not as loud. On cross-examination, Ms. Brooksfox said that she was not aware that a new water heater was installed on May 15, 2023; she did not recall receiving an email of May 22, 2023 from Mr. Garcia stating that the boiler had been replaced. All she recalls is that Mr. Sanchez taped up the water heater. When Troy Martin ("Mr. Martin"), another member of the maintenance team, did a walk-through on December 4, 2024, he removed the tape and did some drilling on the water heater. Ms. Brooksfox stated that noise from the water heater was less extreme after Mr. Sanchez taped it up. It made a whistling noise rather than loud thumps. Petitioners did not complain about the water heater again because they felt that they could live with it as it was.

Ms. Brooksfox testified that the biggest issue was mold, moisture, and water intrusion in the Affected Unit. She said that maintenance and management inspected the Affected Unit many times, but they never came up with a plan for remediating the problem. She said that the moisture most affected her [REDACTED]'s room and the bathroom. Ms. Brooksfox said that there was water dripping down from the ceiling in her [REDACTED]'s room. She constantly had to wipe the walls and ceiling with a towel, and she felt that the walls were soft to the touch. She said that there was mold on the windowsills, in the closet, on the mattress, and on her [REDACTED]'s clothes, shoes and backpack. She informed Mr. Garcia that all of these items were ruined by the mold.

Ms. Brooksfox testified that she first noticed mold and moisture in the Affected Unit in November 2023. She reported it in December 2023. Mr. Garcia asked if she was opening the windows, and she said that she opened them as much as possible, but since it was winter, she could not keep them open all the time. Mr. Garcia said he would review the problem with his supervisor and the maintenance team to determine how to proceed. She said that Mr. Sanchez came by several times to clean the mold in her [REDACTED]'s room and in the bathroom. In the bathroom, there was mold above the toilet, on the ceiling, above the bathtub, and in the corners of the bathtub. Mr. Sanchez also suggested that she purchase a dehumidifier and that she use vinegar and baking soda to clean the mold. He said that the mold was caused by the Affected Unit being old and that all Petitioners could do was to keep it clean. Ms. Brooksfox said she was constantly cleaning the mold.

She reported the mold problem again on February 9, 2024, and she purchased a dehumidifier on March 1, 2024. She said that the dehumidifier helped reduce the odor of mold and mildew. She said there was so much moisture that she had to empty the dehumidifier at least every 30 or 45 minutes to an hour.

On March 13, 2024, Ms. Brooksfox sent an email to Mr. Garcia asking whether he had come up with a plan to deal with the mold and explaining that her [REDACTED] had recently gone to the emergency room for asthma. Mr. Garcia responded by email later the same day, saying that he had submitted the problem to the corporate office to see what could be done and that he had copied Ms. Lim on the email because she would be taking over as resident manager.

Ms. Brooksfox said that she recalled vendors cleaning the roof gutters and that they left a mess. Mr. Garcia sent maintenance personnel to clean it up. She also recalled a roof inspection occurring in April 2024. Ms. Brooksfox stated that the moisture and mold problems continued after the roof and gutters were cleaned. She reported it on September 18, 2024 in anticipation of the winter when the mold and moisture were worse.

Ms. Brooksfox testified that Mr. Garcia and Mr. Sanchez had been professional in their way of dealing with problems in the Affected Unit, but once Ms. Lim and Ms. Jones took over, things started "going downhill."

Ms. Brooksfox testified that she contacted Ms. Lim about a plan for the mold, and Ms. Lim inspected the Affected Unit and said that she would have someone replace the windows. Ms. Brooksfox stated that on September 18, 2024, a glass vendor took glass out of one of the windows in her [REDACTED]'s room, cleaned it and put it back in, and he sealed three other windows. She does not believe that an entire window was replaced. The vendor told her that none of the windows were properly sealed throughout the Affected Unit, but he only worked on a few of the windows. He told her that there would continue to be mold until all the windows were repaired. She said that the window where the glass was replaced developed mold again because it was not properly sealed.

Ms. Brooksfox testified that in September 2024, when Ms. Lim and the vendor from the glass company came to inspect the windows, Ms. Lim told her that replacing the windows should help the moisture problem. At that time, Ms. Brooksfox asked Ms. Lim about the roof repair, and Ms. Lim said, "one thing at a time." On October 21, 2024, she reported to management what the vendor had said about all of the windows needing to be sealed. None of the windows were repaired before Petitioners moved out.

Ms. Brooksfox said that her [REDACTED] has asthma, and it was exacerbated by the moisture in the Affected Unit, so she sometimes had to move her [REDACTED] to her [REDACTED]'s room to sleep. Her [REDACTED] also suffered from eczema. She had so much breathing trouble that Ms. Brooksfox took her to the emergency room, and she was referred to a cardiologist. Ms. Brooksfox testified that her [REDACTED]'s problems with asthma began at the beginning of 2024 and that she went to the emergency room on March 13, 2024. She had trouble breathing, hives, and an irregular EKG, which is why she was referred to a cardiologist. The cardiologist said that mold can cause problems for children with asthma. The doctor told her to notify the landlord and to keep the Affected Unit clean. The doctor relied on Ms. Brooksfox's statements and did not see photographs of mold or any results of tests for mold. Ms. Brooksfox testified that her [REDACTED]'s health improved in the summer when there was not so much moisture.

Ms. Brooksfox said that in the spring and summer, the moisture lessened, and the smell of mold was not as bad.

Ms. Brooksfox explained that there is a wall furnace in the hallway that faces into the hallway and into her [REDACTED]'s bedroom. It is near the living room, so it heats there also. The electrician added an electric heater in the baseboard of the back room. Her [REDACTED]'s room has no built-in heater. She said that the heater in the back room worked well; however, the wall heater did not work. During the first winter in the Affected Unit, Mr. Sanchez lit the pilot light, but the pilot light went out after that. James Olson, the Inspector for the City of Mountain View Fire and Environmental Protection Division (the "MFH Inspector") who conducted an inspection of the Affected Unit (the "Inspection"), told Ms. Brooksfox to call PG&E to have them light the pilot; however, PG&E told her that they had

no record of a gas meter for the Affected Unit. She notified management about that, and they located the gas meter and told her where it was. She told PG&E, but they said they could not find the meter. Rather than using the wall furnace, Petitioners had portable space heaters in their children's rooms. They did not notify Respondent about the lack of heat and just told the MFH Inspector about it.

Ms. Brooksfox testified that in the fall of 2024, an emergency arose, and she notified Ms. Lim that Petitioners' rent would be late and that she would pay a late fee. She was subsequently served with an eviction notice, which she believes was retaliatory. Ms. Brooksfox testified that once the eviction notice was served, and after she informed Ms. Lim and Ms. Jones that she was going to have an independent inspection of the Affected Unit, management suddenly wanted access to the Affected Unit every other day to assess and do repairs. She believes that management wanted it to look like Petitioners were fabricating the problems with the Affected Unit.

On October 26, 2024, Ms. Brooksfox told management that she would not let them enter to do repairs because they had served an eviction notice on Petitioners, and Petitioners wanted to preserve the condition of the Affected Unit as evidence. She said they could do repairs afterwards. She allowed management into the Affected Unit on December 4, 2024 because the inspector from the City of Mountain View had conducted his inspection late in November, so there was no longer any need to preserve evidence.

Ms. Brooksfox expressed her concern that Mr. Garcia and Mr. Sanchez were not testifying at the Hearing because she felt that they had the best knowledge of what had happened in the Affected Unit.

Ms. Brooksfox said that she and her family had lived in their previous rental unit for over 13 years and that they never encountered so many problems. She also said that the eviction has had a negative impact on the emotional well-being of her [REDACTED] and that her family is currently homeless due to having to pay legal fees.

She feels that Petitioners were not treated well, that they paid rent on time, yet had to constantly complain about problems to which Respondent applied temporary fixes.

Troy Martin

Mr. Martin has worked in the maintenance department of the Spieker Companies for approximately 26 years. He oversees construction on rehab properties, helps with work orders that maintenance people have trouble with, and does electrical work. He has had occupational career education for electrical work and worked for two electrical contractors in the past. He also worked as a PacBell lineman. Mr. Martin testified that he is not a licensed electrician.

Mr. Martin inspected the Affected Unit on December 4, 2024 in response to the Inspection in order to put together a list of things that needed to be done. He had been in the Affected Unit once before, in August 2023, to deal with the overloaded outlet on the kitchen countertop. He said that at that time, the countertop did not have adequate amperage, so he had an electrician put in a dedicated circuit with two outlets. At that time, he noticed that the den was being used as a bedroom, so he installed a baseboard heater with a dedicated circuit because if a space heater was used in the den, it would pull power from the countertop in the kitchen and trip the circuit breaker. He tested the circuit with a plug-in tester to see if it was wired properly.

Mr. Martin said that before a new circuit was added, there had been three countertop outlets in the kitchen. The electrician added a circuit and two outlets. The other three outlets were on the same circuit as the microwave. Mr. Martin said that, as originally wired, using a coffee pot and a microwave at the same time would trip the 15-amp circuit breaker. Mr. Martin testified that if a circuit is overloaded multiple times, it can be unsafe because the wires heat up and breakers can begin to fail.

Mr. Martin said that the microwave was on a 15 amp circuit and that the City was requesting a dedicated circuit for the microwave and a minimum of two dedicated circuits on the countertop. He said that electricity in the front room is not related to the circuits in the kitchen. He also said that he did not load test anything.

When he was in the Affected Unit on December 4, 2024, Petitioners mentioned the wall heater, and he cleaned the contacts on the thermostat.

Mr. Martin also testified that he is not a licensed plumber or a licensed contractor. He testified that leaking from the roof or walls could not have caused the humidity in the Affected Unit and that there was condensation build-up inside the Affected Unit, which is normally caused by lack of ventilation. His opinion about the cause of the moisture in the Affected Unit was that the walls were sweating. He said that if there were a ceiling leak or a window leak, the leak would run down from a single location, not a general location. He did not know about any prior work on the roof or anything else done to address the moisture.

During the December 4, 2024 walk-through, Mr. Martin looked at the bathtub and noticed some discoloration on the caulking and on the ceiling. He also tested the bathtub drain and said that it drained well. He ran the sink, flushed the toilet and ran the bathtub faucet at the same time, and everything worked well.

On cross-examination, Mr. Martin said that he ran the shower only as long as it took for the water to get warm.

Gwen Lim

Ms. Lim testified that she has been a Resident Manager for the Spieker Companies since March 2004. She has been Resident Manager for the Colony Apartments since March 2024. Her role is to make sure that residents' requests get resolved, to ensure that residents uphold their responsibilities under the lease, to engage in leasing and collection of rents, to make sure maintenance requests are sent to maintenance staff, and to document maintenance. She took over from Mr. Garcia.

She said that when she took over, there were no pending maintenance requests for the Affected Unit. She recalls an email from Ms. Brooksfox forwarded by Mr. Garcia in March 2024. She said that the email asked for a plan for addressing mildew in anticipation of winter. Ms. Brooksfox never followed up on it, nor did Ms. Lim. The next time she heard from Ms. Brooksfox about the moisture issue was in an email in September 2024. Ms. Lim said that Ms. Brooksfox usually put in maintenance requests online and that she would follow up by phone within 24 hours to get permission to enter.

Ms. Lim said that she spoke to Mr. Garcia briefly when she took over as Resident Manager, and he told her that the roofer, California Rainguard, had inspected in December 2023 regarding water intrusion and that they did caulking, so the moisture problem was taken care of. She did not look at the California Rainguard inspection report or invoice. She also said that the gutters were cleaned in 2024, but she does not recall the date.

In September 2024, Ms. Lim called Ms. Brooksfox and asked for permission to enter for the glass vendor to look at the windows in her [REDACTED]'s and [REDACTED]'s rooms. With respect to the windows, she said she accompanied the vendor to the Affected Unit to inspect and that Ms. Jones made the decision to repair them.

On cross-examination, Ms. Lim stated that when she accompanied the vendor to look at the windows, she saw some moisture on them. She did not see any discoloration or soft spots on the walls and did not see any mold. She did not see any water marks on the ceiling.

Ms. Lim said that on September 27, 2024, one window was replaced and three were resealed. After that, she assumed that the windows were repaired, and she received no more complaints. The only thing she heard about after that was the window blinds, which were not reinstalled correctly.

Ms. Lim testified that the first time that Petitioners denied entry for repairs was on October 26, 2024. In the past, they would reschedule on occasion.

Ms. Lim testified that all repairs required by the report written by the MFH Inspector (the "Inspection Report") have been completed and signed off on.

On cross-examination, Ms. Lim stated that she does not recall responding to emails from Ms. Brooksfox about late payment, to an email on October 25, 2024 requesting copies of work orders, to an email on October 26, 2024 regarding Ms. Brooksfox's notice that management could not enter, to an email on November 15, 2024 requesting a rent ledger, and to an email on November 27, 2024 regarding rescheduling a December 3, 2024 maintenance appointment. She did recall Ms. Brooksfox requesting that her responses to Ms. Brooksfox's emails be by email rather than by phone. Ms. Lim said that she responded a couple of times by email. She also admitted that when Ms. Brooksfox asked for Ms. Jones' email address, Ms. Lim told her she would forward emails from Ms. Brooksfox to Ms. Jones.

Rachel Jones

Ms. Jones is the Regional Portfolio Manager for the Spieker Companies. She oversees 25 properties with respect to capital improvements and troubleshooting. She also oversees Resident Managers, so she is Ms. Lim's supervisor. Ms. Jones sees herself as the liaison between Respondent and the "field." Ms. Jones has been working for the Spieker Companies since the end of June 2024.

Ms. Jones received the September 18, 2024 email from Ms. Brooksfox asking about a plan for the water intrusion into the Affected Unit. She spoke to Meg Thomas, the previous portfolio manager, to get background information and to find out what had previously been done to address the problem. The photos attached to the email showed condensation on the windows and sweating on the walls, which led her to believe that the moisture was caused by lack of ventilation. However, she decided to send a window vendor, who said that one window was failing. Ms. Jones said that it was essentially an aesthetic problem involving gas getting between the panes. She authorized the window vendor to replace one window and reseal three others.

Ms. Jones testified that although the Inspection Report says that the replacement window was faulty, this was not the case. She stated that Mr. Martin "refoamed" all of the windows except the three that had previously been done by the window vendor.

Ms. Thomas had told Ms. Jones that Mr. Sanchez had cleaned mildew and had recommended to the residents to keep the windows open, and she had had the roof checked by California Rainguard, which recaulked the edge metal on the roof as a stop-gap measure and then replaced it in March 2024. Ms. Jones said that the problem with the metal edge might have been the cause of the water intrusion because it was over Petitioners' [REDACTED]'s room. It aligned with where the water damage could be seen.

Ms. Jones said that the water was intruding into the Affected Unit because of the detached metal edge on the roof, which was replaced in March 2024. The roof vendor also recommended gutter cleaning, so that could have been a cause for the moisture intrusion, too. She said that the work order regarding water intrusion was opened on March 15, 2024.

It says that it was closed on August 21, 2024, but the problem was resolved much earlier and the closing date on the work order resulted from an administrative oversight. She said that her team was deficient in closing out work orders in a timely manner which has come to light in this case. When Mr. Garcia handed over management to Ms. Lim, there were work orders that had not been closed out even though the work had been completed. Ms. Jones also explained that in the documents Respondent submitted prior to the Hearing, she had summarized the explanation of the March 15, 2024 work order by copying language in the invoice from the roof vendor.

Ms. Jones said that no work orders regarding the moisture were opened after March 2024 until the September 2024 email from Ms. Brooksfox asking about a "game plan" for the moisture intrusion. The game plan was working on the windows, checking for leaks, and cleaning the gutters. She believes that gutter cleaning was done on December 19, 2024. Ms. Jones said that the September 18, 2024 email from Ms. Brooksfox focused on the windows. She reiterated that when moisture appears on windows, it is typically due to lack of ventilation. However, she did see in the Affected Unit that there was evidence of a leak from above. After the Inspection Report was received, California Rainguard came again and inspected the roof and cleaned the gutters. Ms. Jones said that she thinks the problem with the moisture in Petitioners' [REDACTED]'s room was resolved in March 2024. The sealing of the windows was intended to rule that out as a possible source. As to the rest of the moisture in the other rooms, she thinks it was generated by a lack of ventilation.

Ms. Jones said she reached out to Ms. Brooksfox about the electric circuits when she received the Inspection Report from the City of Mountain View. She and Ms. Lim had been unaware of the electrical issues. Ms. Jones said that there had been no complaints about the electrical issues prior to the receipt of the Inspection Report. Ms. Jones said that Ms. Brooksfox did not respond to her email.

On cross-examination, Ms. Jones said that she became aware of the communications between Mr. Garcia and Ms. Brooksfox and the issues involved in the Affected Unit after the Petition was filed. She became aware of the history of water intrusion after Ms. Brooksfox reached out. She believes that all work orders from Petitioners were addressed in a timely manner and that Respondent has taken corrective action with respect to all of the issues raised by Ms. Brooksfox within a reasonable time. She feels that she was very aggressive in her approach to the "potential water intrusion."

Ms. Jones testified that the main sewer line backed up on November 5, 2023 and that a vendor from AAA Plumbing inspected and cleared the line out 100 feet. She said that she does not know whether a licensed plumber inspected the line after they received the Inspection Report. She stated that for anything involving a backup, they would dispatch a licensed plumber.

Ms. Jones said that the exterior soffit vents were replaced as a preventive measure because Mr. Martin said that they could cause moisture intrusion. They had been painted over.

Ms. Jones stated that Petitioners did not allow access to the Affected Unit only for the repairs ordered by the City.

Ms. Jones stated that she is in close contact with her team members and is amenable to having her email address and the corporate phone number given out.

Ms. Jones said that all of the repairs required by the Inspection Report had been completed and that the MFH Inspector had signed off on them.

V. EXHIBITS

See Attachment 1 to this Decision for a list of the Exhibits for the Hearing Officer, Petitioners-Tenants, and Respondent-Landlord.

VI. ISSUE PRESENTED

Whether Respondent failed to maintain habitable premises in compliance with governing health and safety and building codes, including without limitation Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10, pursuant to CSFRA Sec. 1710(b), based on the following conditions: (1) moisture in the bedrooms; (2) mold and/or mildew in the bedrooms and the bathroom; (3) improper replacement of windows and improperly sealed windows; (4) sewer pipes clogging, bathtub failing to drain properly, toilet clogging; (5) electrical circuit failures; (6) excessive noise from the water heater; (7) the wall furnace not working.

VII. FINDINGS OF FACT SUPPORTING THIS DECISION AND DISCUSSION

Findings of Fact

1. Petitioners occupied the Affected Unit on April 7, 2023, pursuant to a Residential Lease Agreement for a term of just over one year, commencing on April 7, 2023 and ending on April 30, 2024 (the "Lease"). Petitioners lived there with their two minor children, who are listed in the Lease as occupants.

2. The Affected Unit is located in an apartment complex commonly known as the Colony Apartments (the "Property"). The Property is owned by Richard Todd Spieker and Catherine Reilly Spieker as co-Trustees of the Spieker Living Trust, doing business as the Spieker Companies (the "Respondent" or "Landlord"). It is managed by the Spieker Companies, Inc. ("Property Manager," or "property management"). Rachel Jones is the Regional Portfolio Manager for the Spieker Companies, and Gwendolyn Lim, also employed by the Spieker Companies, is the Resident Manager for the Property.

3. The Affected Unit is a single-family house within a multi-family dwelling complex. It has two bedrooms, a den which Petitioners used as their bedroom, and one bathroom.

4. The initial rent for the Affected Unit was \$3,395.00. There were no rent increases during Petitioners' occupancy. According to the Rent Ledger submitted by Petitioners and a "Lease Completion Bonus Addendum" to the Lease, Petitioners received a \$2,500.00 rent refund on May 1, 2024. The "bonus" was "in return for timely paying rent under the [Lease] for twelve (12) months."

5. Petitioners first notified then-resident manager, Julian Garcia, by email from Ms. Brooksfox on April 19, 2023 (the "April 19 email") that there were electrical issues in the Affected Unit. By email of May 13, 2023 (the "May 13 email") Ms. Brooksfox said specifically that there were problems with electrical circuits in the kitchen. She stated that the circuits would shut down if Petitioners used the toaster and microwave at the same time. By email of June 9, 2023, Mr. Garcia told Ms. Brooksfox that maintenance was adding a dedicated electrical outlet in the kitchen to increase electrical capacity and also a heater in the den.

6. Mr. Martin testified that he had an electrician put in a dedicated circuit and two outlets because there was insufficient amperage on the kitchen countertop. He said that as originally configured, using a coffee pot and the microwave at the same time would trip the 15-amp circuit breaker. The remaining three original outlets were on the same circuit as the microwave. Mr. Martin said that after the new circuit was installed, he tested the circuit with a plug-in tester to see if it was wired properly. He did not do any load-testing in the Affected Unit. He also testified that if a circuit is overloaded multiple times, it can be unsafe because the wires heat up and breakers can begin to fail. Mr. Martin testified that an electric baseboard heater was added to the den when he noticed that it was occupied as a bedroom. He wanted to prevent a space heater in the den from potentially draining electricity from the kitchen circuits.

7. According to work orders submitted by Respondent, Ms. Brooksfox complained again of problems with the electricity in the kitchen on August 3, 2023; she said that as an example, the circuits would shut down when she used the microwave and the coffee pot at the same time. Maintenance technician Jose Sanchez checked the electrical complaints on August 4, 2023 and could not duplicate them. He suggested that Petitioners plug the coffee pot into a different electrical outlet.

8. Ms. Brooksfox told Mr. Garcia again, in three emails on August 29, 2023, that the problems with the electricity in the kitchen were ongoing despite extra electrical outlets having been added. She testified credibly that Petitioners were using outlets other than the one dedicated to the microwave for their countertop appliances, and the circuit breakers still tripped. Mr. Garcia responded that maintenance had told him a few weeks earlier that they could not duplicate the problem. While Mr. Garcia said he would have an electrician come again, there was no indication, by emails, work orders, or testimony, that he did so.

Ms. Brooksfox testified that at that point, she gave up complaining about the electricity, and Petitioners worked around the problem by only using one kitchen appliance at a time.

9. On November 21, 2024, Ms. Jones sent Petitioners an email saying that the City of Mountain View had notified them of electrical problems and requesting that they contact her. Ms. Jones testified that there had been no complaints about electrical issues prior to the Inspection. Respondent submitted a bid from an electrical contractor, dated February 6, 2025, proposing to address the problems with the electricity in the kitchen.

10. Ms. Brooksfox testified that she had noticed a smell of sewage in the hallway, her [REDACTED]'s room, and in the living room sometime in April 2023. In the May 13 email, Ms. Brooksfox notified Mr. Garcia that there was a smell of sewage in the bathroom and hallway. On June 3, 2023, Ms. Brooksfox complained again of the sewage smell and also that the toilet pressure was weak, and according to a work order, a plumber was sent on June 5, 2023. He replaced a wax seal on the toilet.

11. A work order was submitted on November 4, 2023 because of the toilet having low pressure. Another work order was submitted on November 5, 2023 because of the toilet being clogged and a sewage pipe backed up. Ms. Brooksfox testified, and submitted photos in support of her testimony, that the sewer line emitted feces and other debris into the backyard. According to an invoice, a plumber cleaned out the sewer line with a hydrojet on November 5, 2023. He noted the trash, sludge and white grease that was pulled out, and wrote that there would be no warranty for the work. Ms. Brooksfox refers to someone coming out to do sewage repairs in an email of November 8, 2023, explaining that the repair person left the sewer cap off, resulting in sewage odors in the backyard. Mr. Garcia had a maintenance person seal the sewer pipe. Ms. Brooksfox testified that the plumber who cleaned out the sewer line told her that the line connected to a main line that services the apartment complex and that the main line had not been cleaned out. Ms. Brooksfox testified that after the sewer pipe was cleaned out and sealed, the sewer odor diminished.

12. On July 4, 2024, according to a work order, there was another complaint that the toilet was clogged. At that point, the toilet was replaced. Ms. Brooksfox testified that once the toilet was replaced, it did not clog as much.

13. Respondent submitted documentation of past repairs on the sewer line. An invoice dated May 25, 2021 states that a plumber repaired a section of the broken sewer line. The invoice stated that there was "no warranty on any new to old connections or other existing plumbing." An invoice dated December 12, 2022, before Petitioners moved in, states that the sewer line at the Affected Unit backed up and that it had an "extreme amount of sludge." It was hydrojetted to clean it out.

14. Beginning on April 19, 2023, there are a number of emails and work orders addressing plumbing problems involving the toilet leaking. A plumbing invoice dated May 17, 2023

states that a plumber noticed that the toilet was leaking, and he replaced a wax seal.¹ A work order from August 3, 2023 complains of the toilet leaking again. The work order states that the leak was taken care of on August 4, 2023. There is no indication of exactly what was done.

15. The August 3, 2023 work order also complained that the bathtub had been clogged for a while and that Ms. Brooksfox had been using Drano on it weekly. The work order notes that "Jose took care of the...clogs" on August 4, 2023. Ms. Brooksfox testified credibly that the bathtub continued to clog and that if someone was taking a shower the water would pool above their ankles. She just continued to use Drano to unclog it. Mr. Martin testified that on December 4, 2024, he ran the water in the tub and concluded that there were no clogs, although he admitted that he only ran the water for as long as it took for it to get warm. A plumbing invoice dated February 20, 2025 says that the bathtub was draining; however, the invoice also states that the vendor cleared out the cleanout in the backyard.

16. In the April 19 email and again in the May 13 email, Ms. Brooksfox also notified Mr. Garcia that the water heater was making very loud noises for 45 minutes after anyone used the shower or turned on the water in the bathroom. Ms. Brooksfox explained that the noises kept her [REDACTED] from sleeping due to the proximity of the water heater to her bedroom. An invoice dated May 16, 2023 indicates that a technician verified that the water heater was noisy and replaced it, and Mr. Garcia emailed Ms. Brooksfox on May 22, 2023 telling her that the boiler had been replaced. Ms. Brooksfox testified that she did not recall being informed that the hot water heater had been replaced, but she did remember that Mr. Sanchez taped the door shut. She said that the noise from the water heater diminished for the most part after the door was taped shut, and she did not complain again about that issue.

17. In the April 19 email and again in the May 13 email, Ms. Brooksfox notified Mr. Garcia that the rain gutters on the Affected Unit were full and needed to be cleaned out. In an email of May 15, 2023, Mr. Garcia replied that maintenance had cleared some of the debris in the gutters when Ms. Brooksfox reported it but would not be cleaning them again until the fall. He reiterated in an email of May 22, 2023 that they would not be clearing the gutters until "around November." An email from Ms. Brooksfox to Mr. Garcia, dated December 5, 2023, states that the gutters were cleaned but that the workers left a mess in the backyard. The mess was cleaned up on December 8, 2023.

18. Ms. Brooksfox testified that after Petitioners had been living in the Affected Unit for a few months, the caulking around the bathtub and the shower backsplash started to come

¹ It is impossible to tell from records submitted by Respondent whether the wax seal was replaced twice, once on May 17, 2023, as stated in the plumbing invoice, and again on June 5, 2023, as stated in the work order discussed earlier, or whether the work order has the incorrect date.

off. She said that there was a scent of mold coming out from where the caulking was damaged.

19. At the end of June 2023, Mr. Sanchez cleaned mold out of the shower/tub area and resealed the tile backsplash. Ms. Brooksfox said that approximately a month to two months later, the sealing failed and had air pockets behind it from which mold and other dirt emerged when anyone took a shower. She said that she reported this problem to Mr. Garcia by phone, but nothing happened.

20. Ms. Brooksfox testified that sometime in November 2023, Petitioners noticed moisture, mold and mildew in the bedrooms and bathroom of the Affected Unit. Ms. Brooksfox sent an email to Mr. Garcia, dated December 27, 2023, informing him that the bathroom had excessive moisture despite the window being kept open at all times and that there was mildew in her [REDACTED]'s bedroom. She attached photos of mold on the windowsills, mildew on the walls, and mold on the ceiling.

21. Ms. Brooksfox emailed Mr. Garcia again on February 9, 2024, describing her [REDACTED]'s bedroom wall as always "dripping with water," and stating that the windows in the Affected Unit always had moisture on them and that the bathroom and her [REDACTED]'s room had visible mildew and smelled of mildew. Because her [REDACTED] has asthma, she was no longer sleeping in her bedroom but alternating between the living room and Petitioners' [REDACTED]'s room.

22. Ms. Brooksfox testified that in her [REDACTED]'s room, she was constantly wiping the walls because there was water dripping down from the ceiling. She said that there was mold on the windowsills, in the closet, on the mattress, and on her [REDACTED]'s clothes, shoes, and backpack. Ms. Brooksfox also sent an email on February 9, 2024 to Mr. Garcia with photos of the interior of windows covered with moisture, mold on the windowsills, and mold on a backpack.

23. Mr. Garcia responded by email of February 12, 2023, saying that the roofers would be checking the roof on February 14, 2023. No invoice was submitted for this inspection nor was there a work order opened for it.

24. Ms. Brooksfox testified that in the bathroom, there was visible mold above the toilet, on the ceiling, above the bathtub, and on the bathtub backsplash. She submitted photos documenting the mold on the ceiling and on the bathtub backsplash.

25. By email of March 1, 2024, Ms. Brooksfox notified Mr. Garcia that she had purchased a dehumidifier as instructed by Mr. Sanchez, which was helping to reduce the odors, but that there was still visible moisture and mildew in her [REDACTED]'s and her [REDACTED]'s bedrooms. She testified that the dehumidifier filled with water after 30 or 45 minutes to an hour. She also stated that she kept the windows open as much as possible, but she could not keep them open all the time in winter because it was cold. Ms. Brooksfox testified that Mr. Garcia and

Mr. Sanchez kept telling her that because the Affected Unit was old, the moisture problems that arose were to be expected, and that she should just keep the affected areas clean using vinegar and baking soda.

26. Based on a March 1, 2024 email from Mr. Garcia to Ms. Brooksfox, the gutters were cleaned by maintenance the week of February 26, 2024.

27. By email of March 13, 2024, Ms. Brooksfox notified Mr. Garcia that there was a visible mold problem in her [REDACTED]'s bedroom and that the wall in her [REDACTED]'s bedroom was soft and moist to the touch. She attached photos of the bedrooms showing discolored walls. She asked whether Mr. Garcia had come up with a plan for addressing the mold. She wrote that "I understand the house is old but mold is taking over no matter how much we clean or keep the windows open..." She told Mr. Garcia that she had to take her [REDACTED] to the emergency room for breathing problems. Ms. Brooksfox testified that her [REDACTED] had asthma and eczema, and that she was referred to a cardiologist because of the severity of her asthma affecting her heart function.

28. Mr. Garcia responded by email of March 13, 2024 that he had "submitted the problem to the corporate office and am waiting for what we can do or what we can do next." He also said that he was copying Ms. Lim on the email stream because she was taking over as Resident Manager, and she would be Petitioners' "point of contact from now on." On the same date that he forwarded the email stream to Ms. Lim, he had also sent a copy of Ms. Brooksfox's email to Meg Thomas, who at the time was the portfolio manager for the Property.

29. A work order indicates that a complaint was made about mildew in the bedroom on March 15, 2024. It also indicates that the issue was not addressed until August 21, 2024. Respondent submitted the following statement along with the work order, which Ms. Jones said she copied from an invoice: "Vendor California Rainguard was called out and found a section of the edge metal where the bond between the metal and the roof had come loose. This area lines up with the evidence of water intrusion in the unit and was determined to be the most likely cause. It was sealed with caulking to prevent any further water intrusion, and a return visit during dry weather to permanently repair using new edge metal was recommended (and subsequently replaced). Roof was newly replaced and covered under warranty still. In addition it was noted that gutters needed to be cleaned and can contribute to moisture, California Rainguard cleaned gutters and cleared roof of debris." The invoice about roof repairs to which Ms. Jones referred was not submitted into evidence. An invoice from California Rainguard indicates that the roof and gutters were cleaned on April 12, 2024.

30. Respondent submitted an email from California Rainguard dated January 3, 2025 which stated, "In March of 2024, we replaced a section of edgemetal on the building that was not fully bonded to the roof material, and also added louvered soffit vents in the overhang to

increase air circulation." The email from the vendor states that there was no charge for the work.

31. No evidence was submitted that Respondent considered looking under the roof area where they assumed the leak came from in order to see if there was water damage on the interior walls that could be causing mold and mildew to spread throughout Petitioners' [REDACTED]'s room and other parts of the Affected Unit. There was also no evidence submitted that Respondent cleaned the mold and repainted the affected areas with any kind of mold-repellant paint until the MFH Inspector told them to.

32. Ms. Lim testified that when she took over from Mr. Garcia, there were no pending maintenance requests for the Affected Unit. However, she was aware of the email exchange between Mr. Garcia and Ms. Brooksfox from March 13, 2024 asking about a plan for dealing with moisture in the Affected Unit, but she did not follow up on it. Her testimony reflected that she expected Ms. Brooksfox to follow up. She said that Mr. Garcia told her the roof had been caulked, so the water intrusion issue had been taken care of.

33. Ms. Brooksfox notified Ms. Lim by email of September 18, 2024 of the ongoing mildew and moisture in her children's bedrooms and in the bathroom and once again asked what the plan for dealing with the mold was. The subject line of the email said, "Mildew and roofing," and it stated in part that there were "wet marks" on the ceiling of her [REDACTED]'s room and that "when the rain begins," the mildew worsens. Ms. Lim testified that when she inspected the Affected Unit at that time, she did not see any signs of moisture or water damage except some moisture on the windows.

34. An invoice dated September 27, 2024 indicates that a double-paned window was installed in the Affected Unit and that three windows were resealed inside and out. Ms. Brooksfox testified that earlier in September when Ms. Lim had told Ms. Brooksfox that replacing the windows should take care of the moisture problem, Ms. Brooksfox had asked her about the roof leak, and Ms. Lim replied, "one thing at a time." In an email of October 21, 2024 to Ms. Lim, Ms. Brooksfox stated that the technician sent by Property Manager to work on the windows told her that all of the windows needed to be replaced because the current windows had not been properly installed and sealed.

35. Ms. Jones testified that the September 18, 2024 email from Ms. Brooksfox about a plan for dealing with the moisture focused on the windows. She said that she thought the moisture problem in the Affected Unit was caused by lack of ventilation because Petitioners were not opening the windows enough; however, she took "an aggressive" approach to "potential water intrusion" and sent a window vendor to inspect the windows. Although she testified the vendor told her one window was failing, Ms. Jones said she believes that the double-paned window was installed just for aesthetic reasons.

36. Ms. Jones said that there had been a leak in the roof which might have been the cause of the moisture in Petitioners' [REDACTED]'s room, but that problem was resolved in March 2024. She also said that gutters which were full could have caused water intrusion. She believes the gutters were cleaned in December 2024. Ms. Jones said that the reason the work order said the moisture issue had not been resolved until August 2024 was an administrative error. She said that she was working with her team to be more careful about documentation.

37. Ms. Jones testified that the plan for dealing with the moisture problem was just what Respondents had done: working on the windows, checking for leaks, and cleaning the gutters.

38. Mr. Martin testified that it was his opinion that leaking from the roof or walls did not cause the moisture build-up in the Affected Unit. He said that the moisture was caused by the walls sweating due to lack of ventilation and that if there were a ceiling or window leak, the leak would run down from a single location. He testified that he was unaware of any work done on the roof or any other actions taken to address the moisture.

39. Mr. Martin performed a walkthrough of the Affected Unit on December 4, 2024 after receiving the Inspection Report from the MFH Inspector. Mr. Martin wrote that "the tub and shower will need caulking. The molded paint areas will need mold treatment & paint." He reiterated that he thought the mold was due to lack of ventilation. In the walk-through checklist, Mr. Martin also wrote: "I see a slight chance of humidity buildup do [sic] to soffit vent screens. We will have to replace the soffit vents and have the gutters cleaned out."

40. According to the January 3, 2025 email from California Rainguard, the gutters were cleaned on December 19, 2024. The email states that the gutters were "packed with debris." The email also recommended adding a downspout "to avoid rainwater collecting in the gutter." It also said, "[g]iven the tree cover over this unit we recommend twice annual gutter cleaning, once prior to the start of the rainy season in early October, and once when all leaves have fallen from the trees in late December or early January." An additional downspout was installed on February 27, 2025, as evidenced by an invoice dated February 28, 2025.

41. Ms. Brooksfox testified that the moisture problem and her [REDACTED]'s health was worse during the rainy winter months.

42. Ms. Brooksfox testified that the wall heater had not worked since shortly after Mr. Sanchez relit the pilot light in the winter of 2023. Petitioners did not inform Respondent about the problem and instead used space heaters in the children's bedrooms. While he was there for the walk-through, Mr. Martin cleaned the contacts on the thermostat. A work order dated December 4, 2024 states that the wall heater was not working and that maintenance cleaned the thermostat of dust on December 5, 2024.

43. Ms. Brooksfox testified that, with respect to all of the issues in the Affected Unit, when problems persisted, Mr. Garcia would relay information to a higher level of management; however, the problems were only temporarily repaired or repaired poorly and were never resolved.

44. Ms. Brooksfox testified that due to a family emergency, Petitioners had to pay their October 2024 rent late, and that she notified Ms. Lim and told her that Petitioners would pay a late fee. According to a document submitted by Respondent and Ms. Brooksfox's testimony, Petitioners were served with an eviction notice, and they moved out on January 4, 2025. Ms. Brooksfox testified that she thought the eviction was retaliatory.

45. On October 26, 2024, Ms. Brooksfox sent an email to Ms. Lim and Ms. Jones in which she said that upon the advice of counsel, no one representing Respondent would be allowed to enter the Affected Unit to inspect or perform repairs. Ms. Brooksfox testified that after she informed Ms. Lim and Ms. Jones that Petitioners were going to have an independent inspection of the Affected Unit, management suddenly wanted access to assess the problems and to do repairs. She kept them out because she did not want them to do repairs before the inspection could be performed.

46. Petitioners allowed Respondent to enter for the walk-through on December 4, 2024, shortly after the inspection by the MFH Inspector. Ms. Jones attended the walk-through with Mr. Martin, and Mr. Martin produced a checklist of work that would need to be done pursuant to the Inspection Report.

47. The Inspection Report produced by the MFH Inspector was dated November 25, 2024.

48. The Inspection Report states: "Kitchens should have two countertop 20 amp electrical circuits, in addition to any built-in appliance circuits. Have a licensed electrical contractor (C-10) verify that circuits for this kitchen are up to code and can handle power demands of the kitchen appliances." The Inspection Report also noted that grounded plug adaptors were being used with surge protected power strips and ordered that GCFI outlets be installed at all outlets using surge protected power strips and at any other location where grounded power strips might be used. There was no comment in the Inspection Report that Petitioners should not use the surge protected power strips.

49. The Inspection Report states that the hot water heater door needs to be attached so as to be easily opened and to not make excessive noise and that the hot water heater must be properly installed and fastened. It states that the MFH Inspector could not open the water heater door because it was taped shut because it rattled when the water heater was working.

50. The Inspection Report states, "The bathroom has signs of some mold growth, have this room sanded, primed, and painted with mold resistant paint and remind the resident that this bathroom does not have a mechanical ventilation fan due to its age of construction

that the door and window must remain open after use regardless of the weather to help prevent mold growth.”

51. The Inspection Report states “Bedrooms show[s] signs of weather-related water damage[d], this damage in [sic] at the upper portion of the wall where it meets the ceiling, during this inspection the right-hand bedroom wall has what appeared to be water/moisture dripping down the wall surfaces.

Note: The above violation may be related to the roof gutters are full of leaves and debris and may [have] caused the rain from the roof to overflow leading the water entering the building envelope and the heater not working (listed below).

Have a licensed roofing contractor inspect the roof and gutter system to verify that both are in working condition.

The left-hand bedroom has loose/damaged ceiling material where it meets the wall near the door.”

52. With respect to the moisture issue, the Inspection Report also ordered Respondent to “Install insulation to fully seal around all windows due to the replacement windows have a gap between the existing with [sic] frame and the new windows.”

53. The Inspection Report states, “Soffit vent screens were found damaged, inspect[ed], and replace all damaged soffit vent screens.”

54. The Inspection Report states that “Resident stated that the bathtub doesn't drain properly, have a licensed plumber see if there is an obstruction in the drain line for the bathroom.”

55. The Inspection Report also noted that the wall heater in the living room is not working and that Petitioners should call PG&E.

56. The Inspection Report stated that a reinspection would occur on or after January 12, 2025.

57. An email dated January 3, 2025 from Ms. Jones to Petitioners requests access to the Affected Unit to make repairs on January 7, 2025, which ended up being after Petitioners vacated.

58. An invoice dated January 27, 2025 from a painting contractor indicates that the Affected Unit was painted and that a mildew treatment was applied in the bathroom and one bedroom.

59. An Inspection Report dated February 12, 2025 says that all the repairs ordered by the MFH Inspector have been made.

Discussion

A. Jurisdiction

Under CSFRA Section 1704, a single family dwelling is exempt from the CSFRA if it falls within the parameters of California Civil Code Section 1954.52(a)(3)(A). That provision states that a single family dwelling is exempt if "[i]t is alienable separate from title to any other dwelling unit." In the instant case, the Affected Unit is not alienable from title to the other rental units on the Property. (See, <https://www.sccassessor.org/online-services/property-search/search-by-map>; APN 15302023.) Therefore, the Affected Unit is subject to the CSFRA.

Pursuant to Mountain View City Code Ch. 25, Article III, Section 25.51, the Affected Unit does not fall within the enforcement jurisdiction of the Mountain View Fire and Environmental Protection Division under the Multi-Family Housing Inspection Program because it does not constitute three or more units existing in a single structure.² Despite lack of enforcement powers on the part of the Multi-Family Housing Inspector, the Inspection Report is persuasive in its influence on the decision of the Hearing Officer.

B. Burden of Proof

A tenant who has filed a petition for a downward adjustment of rent bears the burden of proving their case by a preponderance of the evidence.

Pursuant to CSFRA Section 1711(h), "[n]o Petition for Individual Rent Adjustment, whether upward or downward, shall be granted unless supported by the preponderance of the evidence submitted prior to and at the hearing..." CSFRA Regulations Chapter 5, Section (G)(3) further states that "[n]o individual claims shall be approved by a Hearing Officer unless supported by the preponderance of the evidence in the hearing record."

Additionally, CSFRA Regulations Chapter 5, Section (G)(2) specifies that "Tenants have the burden of proving the existence of housing service reductions, Code violations, violations of the CSFRA (including the demand for or retention of unlawful rents), or any claims raised in a Rent Decrease Petition."

C. Time Limitations on Filing Tenant Petitions

CSFRA Regulations, Chapter 4, Section (D)(7) states, "[t]he RHC will not accept petitions for a Downward Adjustment of Rent from a former Tenant of a Covered Unit that are filed more than one hundred eighty (180) days after the former Tenant vacated the Covered Unit, regardless of whether their tenancy of the Covered Unit was terminated voluntarily or involuntarily." Petitioners filed the Petition on or about November 15, 2024. They

² Section 25.51 states, "Multi-family housing" shall mean any situation in which three (3) or more dwelling units...exist in a single structure and are used as rental housing."

subsequently vacated the Affected Unit on or about January 4, 2025. Since the Petition was filed prior to the date that the Petitioners vacated the Affected Unit, there is no issue as to any filing deadlines.

D. Habitability Claims

CSFRA Section 1710(b) states the following:

“(1) Failure to maintain a Rental Unit in compliance with governing health and safety and building codes, including but not limited to Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10, constitutes an increase in Rent. A Tenant may file a Petition with the Committee to adjust the Rent downward based on a loss in rental value attributable to the Landlord’s failure to maintain the Rental Unit in habitable condition.

(2) A Tenant Petition filed pursuant to this Subsection must specify the conditions alleged to constitute the failure to maintain the Rental Unit in habitable condition and demonstrate that the Landlord was provided with reasonable notice and opportunity to correct the conditions that form the basis for the Petition.”

CSFRA Regulations, Chapter 4, Section (E)(6) states that “[t]he Tenant must demonstrate that the landlord was provided with reasonable notice (by providing proof of written notice) and opportunity to correct the conditions that form the basis of this Petition.”

(1) Moisture and Mold/Mildew

Petitioners have met their burden of proof that the moisture, mold and mildew in the Affected Unit resulted from Respondent's failure to maintain the Affected Unit in a habitable condition.

California Civil Code Section 1941 states that “the lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable...”

California Civil Code Section 1941.1 states that “(a) A dwelling shall be deemed untenable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health and Safety Code...(1) Effective waterproofing...including unbroken windows...”

California Health and Safety Code Section 17920.3 states that any building “in which there exists any of the following listed conditions to an extent that endangers the...health, property, safety, or welfare of the occupants of the building... shall be deemed and hereby

is declared to be a substandard building: (a)...(11) dampness of habitable rooms...(g) Faulty weather protection..."

California Health and Safety Code Section 17920.3(a)(13) also states that a building shall be deemed substandard if it has "[v]isible mold growth, as determined by a health officer or a code enforcement officer, ...excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use."

Additionally, International Property Maintenance Code Section 305.1 states that "[t]he interior of a structure...shall be maintained in good repair and...in a sanitary condition." Section 305.3 says that "[i]nterior surfaces, including windows..., shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood or other defective surface conditions shall be corrected."

California Building Code Section 1403.2, which addresses the required application of a waterproof barrier behind the external veneer of a building, is summarized in the Inspection Report: "All exterior surfaces of the building shall be maintained weather resistant."

International Property Maintenance Code, Section 304.13 states that, "Every window... shall be kept in sound condition, good repair and weathertight."

As indicated in the Inspection Report, California Building Code Chapter 12, which sets forth specifications for attic, crawl space and roof ventilation, requires that crawl space and roofing vents, including soffit vent screens, be maintained.

(a) Bedrooms—Water Intrusion, Mold and Mildew

Petitioners notified Respondent's agents in writing six times about moisture and mold problems in the Affected Unit. Ms. Brooksfox first sent an email to Mr. Garcia about this problem on December 27, 2023. Mr. Garcia sent Mr. Sanchez, the maintenance technician, to investigate on or about December 29, 2023, based on an email from Mr. Garcia, although no work order was submitted to substantiate that. Apparently nothing was done at that time because property management assumed the moisture was caused by Petitioners, as evidenced by Mr. Garcia's email of December 27, 2023 asking Ms. Brooksfox if they were keeping the windows open.

Ms. Brooksfox emailed Mr. Garcia again on February 9, 2024, this time expressing greater urgency, describing water dripping down the walls and windows that were constantly wet despite regular cleaning. According to an email dated February 9, 2024 from Mr. Garcia, he and a maintenance technician inspected again, and, as he stated in a February 12, 2024 email, he sent roofers to check the roof on February 14, 2024. Once again, no work order or invoice was submitted to document this.

On March 1, 2024, Ms. Brooksfox emailed Mr. Garcia yet again about wet spots and mildew in her children's bedrooms. According to an email sent by Mr. Garcia in response to Ms. Brooksfox's email, he sent maintenance to inspect the Affected Unit yet again. Once again, there was no work order submitted to document this. On March 8, 2024, Mr. Garcia sent an email to Ms. Brooksfox saying that roofing vendors would be working on the roof that day. There was no work order or invoice submitted to document this.

On March 13, 2024, Ms. Brooksfox sent an email to Mr. Garcia asking if he had come up "with a plan for the mold." Mr. Garcia responded that he had submitted the "information" to the corporate office and that they had to wait for a decision from corporate. He also said that he was copying Gwen Lim on the email because she was taking over as resident manager. Ms. Lim testified that she recalled this email from Mr. Garcia and that Ms. Brooksfox never followed up on it. Ms. Lim also stated that she had spoken to Mr. Garcia when she took over from him and that he told her California Rainguard had inspected the roof and had done some caulking on it, so the moisture problem was taken care of.

Respondent submitted a work order for the roof which says that it was opened on March 15, 2024, although given property management's haphazard record-keeping system, it is impossible to tell with certainty when the roof was worked on, especially since the work order says it was not closed until August 2024. Along with the work order, Respondent submitted what Ms. Jones characterized as a summary of the roofing vendor's invoice; however, she did not submit the invoice. She did submit an email from an employee of the roofer, dated January 3, 2025 which said that sometime in March 2024 the roofers replaced a piece of metal on the edge of the building "that was not fully bonded to the roof material, and also added louvered soffit vents in the overhang to increase air circulation."

On September 18, 2024, Ms. Brooksfox sent an email to Gwen Lim asking what the plan was for remedying the roof and the mildew. Ms. Lim testified that she inspected the Affected Unit, and she did not see any discoloration or soft spots on the walls, nor did she see any water marks on the ceiling. The Inspection Report, produced about two months later, by contrast states that the "bedrooms show signs of weather-related water damage," to the extent that one bedroom had loose and damaged ceiling material.

On September 27, 2024, one window was replaced and three were resealed. Ms. Jones testified she addressed the windows out of an abundance of caution and that the window replacement was due to an "aesthetic problem." She also said that the focus of Ms. Brooksfox's concerns was on the windows; however, Ms. Brooksfox's email of September 18, 2024 had as its subject line "Mildew and roofing," and it stated that there were "wet marks" on the ceiling of her [REDACTED]'s room, which a reasonable person would conclude was water damage from a roof leak. Ms. Brooksfox subsequently sent an email on October 21, 2024 to Ms. Lim and Ms. Jones stating that the moisture and mildew were still a problem and that the window vendor had told her that all of the windows needed to be

replaced because they were not properly installed or sealed. The Inspection Report noted faulty insulation around the windows and required that new insulation be installed, which Respondent did sometime after Mr. Martin's walk-through in December 2024, although there is no work order for that.

Ms. Jones testified that the cause of the water intrusion was the detached metal roof edge as well as a failure to clean the roof gutters.

While there are no work orders and only one invoice, it appears that the gutters were partially cleaned by maintenance in May 2023 after Ms. Brooksfox told them that the gutters were extremely full, by professional roofers on December 5, 2023, by maintenance the week of February 26, 2024, and by professional roofers on April 12, 2024 and December 19, 2024. In the email of January 3, 2025, the roofing vendor said that in December 2024 the gutters were packed with leaves and recommended a schedule for professionally cleaning them twice a year.

The Inspection Report of November 25, 2024, states that the roof gutters were full of leaves and debris which could cause the water on the roof to overflow and enter the building envelope.

Petitioners and their two children lived with water intrusion, mold and mildew from faulty weatherproofing, overflowing roof gutters, and faulty windows from December 27, 2023 through January 4, 2025, a total of one year and eight days. Given the number of emails Ms. Brooksfox diligently sent to property management, it can hardly be said that Respondents were unaware of the problem. Respondents did not remedy the situation between December 27, 2023 and March 15, 2024, which is when their work order says they had roofers re-install a faulty metal plate, so for about two-and-a-half months during the rainy season, water was intruding into the Affected Unit. Ms. Brooksfox asked Respondent for a plan to address the moisture and mold on March 13, 2024, but she never heard back about a plan. Ms. Lim testified that Ms. Brooksfox never followed up on this email; however, it was Ms. Lim's responsibility to follow up, as she was the agent of Respondent, and she had notice of the moisture problem. It was reasonable for Ms. Brooksfox to assume that since Mr. Garcia copied Ms. Lim on the March 13, 2024 email asking for a plan, Ms. Lim knew that she needed to take action about the moisture and mold in the Affected Unit.

Ms. Lim did not follow up with Ms. Brooksfox until September 2024, after Ms. Brooksfox complained in writing for the fifth time about the water intrusion and mold and asked again for a plan to address it. While Ms. Lim said that she inspected the Affected Unit in September 2024 and saw no evidence of water intrusion, the facts observed by the MFH Inspector in November of that same year make it incredible that Ms. Lim saw nothing. At that time, Ms. Jones decided to have a vendor look at the windows as what she called an aggressive measure, reflecting her skepticism that anything was wrong with the Affected Unit and her conviction that the Petitioners were at fault. As she testified, even though the

vendor had told her that one window had failed, she believed that the moisture in the Affected Unit resulted from Petitioners' failure to open the windows and that they replaced the window for purely aesthetic reasons. In addition to pointing out ongoing water intrusion in the Affected Unit, as mentioned above, the Inspection Report requires that insulation be installed to fully seal all of the windows and says that the replacement window had a gap between the existing window frame and the newly-installed window.

Respondent argued that it responded quickly and appropriately to Petitioners' complaints about moisture. However, it delayed addressing the water intrusion until March 2024 even though the problem was reported in December 2023. Then, Ms. Lim failed to follow up on Ms. Brooksfox's request for a plan for the water intrusion, mildew, and mold until September 2024 even though Ms. Lim was aware of the problem since receiving Ms. Brooksfox's email of March 13, 2024. Ms. Lim testified that there were no outstanding work orders when she took over from Mr. Garcia, but Respondent submitted an open work order from March 15, 2024 about the roof, mold and mildew issues.

Additionally, even when Respondent had the roof inspected and supposedly repaired, there was no attention to the fact that since the roof had been leaking since December 2023 and was allegedly repaired over two months later,³ there was bound to be water under the roof tiles that could have been the source of the moisture and mold in the Affected Unit. There was no mention by Respondents of removal of tiles and sheet rock to inspect whether the moisture had gone into the walls. And, when Ms. Brooksfox communicated with Ms. Lim about the ongoing problem in September 2024, they did not have the roof inspected again even though Ms. Brooksfox asked about the roof.

Instead, they had a vendor work on some of the windows and apparently did not even look at the work that was performed, since the Inspection Report required that all of the windows be sealed, even the one that had been replaced, because it was not installed properly and left a gap between the window and the window frame.

In addition, Respondent did not even complete a simple maintenance task like cleaning the roof gutters regularly in order to avoid moisture intrusion into the Affected Unit or checking the soffit vent screens. Mr. Martin testified that the soffit vent screens, which had been painted over, could have contributed to moisture intrusion, and both the roofers and the MFH Inspector remarked on the overly full roof gutters. It was not until after the Inspection Report came out that Respondent seriously asked a roofing professional to inspect the roof and suggest what needed to be done.

³ It is possible that the roof was not "repaired" until December 2024, when the packed roof gutters were cleaned. As Ms. Jones testified, failure to clean the gutters could have caused water to leak through the roof and down the walls, and the MFH Inspector and the roofers concurred. If that were the case, it is notable that no one inspected the ceiling and walls for water damage.

Finally, after Ms. Brooksfox essentially begged them to come up with a plan to eradicate the moisture, mold and mildew in the Affected Unit, Respondent did not even think of cleaning all the mold and mildew, treating the walls, and repainting with mold-resistant paint until they were instructed to do so by the MFH Inspector. Nor does it appear that they considered installing a fan in the bathroom.

Based on the above evidence, it is reasonable to conclude that Respondent failed to maintain the Affected Unit in compliance with governing health and safety and building codes. Petitioners lived for months with water dripping down the walls and mold and mildew destroying their personal possessions, and they had to deal with an asthmatic child in damp conditions. As is apparent from the Inspection Report, Respondent failed to adequately repair the roof within a reasonable time, to adequately maintain the roof gutters in a clean condition, and to repair all of the windows. Additionally, they failed to treat the mold and mildew that had appeared in the Affected Unit due to moist conditions. For the foregoing reasons, Petitioners are entitled to a downward adjustment of rent.

(b) Calculation of Rent Reduction for Water Intrusion and Mildew/Mold in Bedrooms

As discussed earlier, pursuant to CSFRA Section 1710(b), a failure to maintain a rental unit in compliance with governing health and safety and building codes constitutes an increase in rent. Pursuant to CSFRA Section 1714(a), "[a] Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the lawful Rent shall be liable to the Tenant in the amount by which the payment or payments have exceeded the lawful Rent. In such a case, the Rent shall be adjusted to reflect the lawful Rent..."

It should be noted that Petitioners' evidence points out that the moisture problem lessened during the non-winter months, presumably when it was not raining. In her email of March 13, 2024 asking for a plan to address the moisture, Ms. Brooksfox tells Mr. Garcia that "although spring and summer is coming this is something we will have to deal with every winter." Precipitation for the relevant months occurred from December 2023 through May 2024 and from November 2024 through January 2025.⁴ The calculation of the rent reduction shall be limited to the rainy months.

Rent reductions for unsafe or unhealthy conditions are generally determined in one of two ways: calculating the difference between the fair rental value of the Affected Unit if it had been as warranted and the fair rental value of the Affected Unit as it is currently with the existing conditions, or by a percentage reduction in use, which would involve reducing Petitioner's rental obligation by a percentage corresponding to the relative reduction of use of the Affected Unit caused by the unsafe or unhealthy conditions. (See, *Green v. Superior Court*, 10 Cal.3d 616, 638, 639 fn. 24 (1974).) In this particular situation, there has been no

⁴ See, https://www.cnrfc.noaa.gov/monthly_precip_2024.php and https://www.cnrfc.noaa.gov/monthly_precip_2025.php

expert testimony as to the fair rental value with and without the habitability issues, making the fair rental value methodology difficult to apply. This leaves the percentage reduction in use method.

The Affected Unit has six rooms: a living room, two bedrooms, a den which was being used as a bedroom, a bathroom and a kitchen. It is reasonable to value each room as worth one-sixth, or 17 percent, of the value of the whole. The moisture intrusion left the Petitioners' [REDACTED]'s bedroom worthless because she could not even sleep there, and her mattress and the clothing which she kept there were destroyed, so Petitioners are entitled to a 17 percent rent reduction for that room. There was evidence that Petitioners' [REDACTED]'s room and their bedroom had some water intrusion also, but they were able to use those rooms and did not present evidence of health problems or of their personal items being affected. However, since under California statutory law, they should not have been expected to live in rooms lacking basic weatherproofing, the value of each of those rooms is diminished by 50 percent of their 17 percent value, or 8.5 percent.

From December 27, 2023 through May 31, 2024 constitutes five months and four days. November 1, 2024 through January 4, 2025 constitutes two months and three days. The total time period for calculating the rent reduction for moisture intrusion is seven months and seven days. The loss of use of Petitioner's [REDACTED]'s bedroom amounts to a rent reduction of \$4,170.37.⁵

The loss of use of the other two bedrooms amounts to a rent reduction of \$2,094.50.⁶

The total rent reduction for loss of use of the bedrooms due to moisture intrusion is \$4,170.37 + \$2,085.19, which totals \$6,255.56.

(c) Bathroom Mold

Ms. Brooksfox testified that there was mold above the toilet, on the ceiling and in the tile backsplash to the bathtub. She said that Mr. Sanchez cleaned the mold and sealed the tile around the bathtub in June 2023, but that the seal failed a few months later, and air pockets formed in the grout from which mold and other kinds of filth extruded. Ms. Brooksfox said that she thought there likely was mold behind the shower backsplash. Petitioners submitted photographs of what appears to be black mold on the ceiling of the bathroom and in the grout on the tub backsplash.

Ms. Brooksfox first complained in writing about the mold in the bathroom in the December 27, 2023 email. She said that "even with the window open, the bathroom was dripping water." In response to a return email from Mr. Garcia, Ms. Brooksfox wrote that the

⁵ Calculated as $((\$3,395.00 \times .17) \times 7) + ((\$3,395.00 \times .17)/31) \times 7 = \$4,170.37$.

⁶ Calculated as $((\$3,395.00 \times .085) \times 7 + (\$3,395.00 \times .085)/31) \times 7 = \$2,085.19$.

bathroom window was open all the time, and she said that "water is literally dripping from the walls any time someone takes a shower." In the February 9, 2024 email, she reminded Mr. Garcia of the moisture and mold in the bathroom, and, on March 13, 2024, she sent the email discussed above, about whether Mr. Garcia had a plan for the mold in the Affected Unit, which Mr. Garcia forwarded to Ms. Lim. In the September 18, 2024 email to Ms. Lim, Ms. Brooksfox reminded her again about the mold in the bathroom.

There are no work orders concerning the mold in the bathroom, and the only testimony about it was that Ms. Brooksfox was questioned by Mr. Garcia about whether she kept the window open, that Mr. Sanchez cleaned it from time to time, that he recaulked the tile in the shower but the caulking failed, and that he instructed Ms. Brooksfox to clean it with vinegar and baking soda.

The Inspection Report identifies mold growth in the bathroom and instructs Respondent to sand, prime and paint the bathroom with mold resistant paint. While Mr. Martin's walk-through report says that in order to satisfy the Inspection Report, the tub and shower will need recaulking, the Inspection Report mentions neither caulking nor recaulking. This indicates that Mr. Martin himself observed that Mr. Sanchez had done an inadequate job of recaulking the tub and shower, thus supporting Petitioners' testimony that it was recaulked by Mr. Sanchez in late June 2023 and subsequently failed. Given the number of times Mr. Sanchez was sent to the Affected Unit to attempt to deal with the moisture issue, he should have noticed that the caulking in the tub and shower had failed, and thus Respondent was on notice of this issue.

As mentioned earlier, California Health and Safety Code, Section 17920.3(a)(13) states that a characteristic of a substandard building is "[v]isible mold growth, as determined by a ...code enforcement officer." The fact that the Inspection Report instructs a complete repainting of the bathroom with mold resistant paint rather than simply cleaning the mold, indicates that the Inspector saw this issue as more than *de minimis*. This constitutes a violation of Health and Safety Code Section 17920.3(a)(13) as well as International Property Maintenance Code Section 305, also mentioned above.

Because Respondent failed to address the mold and the caulking in the bathroom in an appropriate manner which would have hindered the mold from growing back after cleaning, as detailed in the Inspection Report, it failed to maintain the bathroom in compliance with governing health and safety and building codes, and therefore Petitioners are entitled to a downward adjustment of rent for this issue.

(d) Calculation of Rent Reduction for Mold in Bathroom

The mold appears to have been seasonal like the moisture intrusion in the bedrooms, but the poor sealing of the tub and tiles was not limited to a particular season. Ms. Brooksfox testified that the failure of the sealing on the tub dates from late August 2023. Thus, the

time period for the mold deduction is seven months and seven days, as discussed above, and the time period for the caulking issue is one year, four months, and three days. Given that these problems seem to be interrelated in that mold was emanating from the backsplash caulking, the rent reduction for them will not be cumulative, but will be calculated as totaling one year, four months, and three days.

While the mold was potentially unhealthful to Petitioners' [REDACTED] and unpleasant to the remaining occupants, they were able to use the bathroom, although bathing could be an unhealthy experience with mold emanating from the caulking. A bathroom has three functional elements: a sink, a toilet, and a bathtub/shower. Each of these elements are worth a third of the overall 17 percent value of the bathroom, or 5.7 percent. The shower was not completely unusable, so it is reasonable to reduce the percentage to 2.5 percent. Therefore, the rent reduction for mold in the bathroom and the faulty caulking is reasonably 2.5 percent of the monthly rent. The total amount for the mold and faulty caulking in the bathroom is \$1,366.21.⁷

The total amount for the bathroom is \$1,366.21.

(2) Sewer Pipes

Petitioners have met their burden of proof that the plumbing was not maintained as required by California statutory law.

California Civil Code Section 1941.1(a)(2) states that a habitable rental unit has "[p]lumbing ...maintained in good working order." California Health and Safety Code Section 19720.3(e) requires plumbing that "is currently in good and safe condition and working properly."

International Property Maintenance Code Section 504.1 states that "[p]lumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and shall be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition."

(a) Sewer Pipe Backup/Toilet/Bathtub

Ms. Brooksfox first complained about a sewer odor in the bathroom by email of May 13, 2023. She wrote: "The bathroom may have a sewer problem because it doesn't matter how much I clean it, it's a sewer Oder that is coming out lingering into the hallway." Ms. Brooksfox testified that the odor permeated not only the bathroom and the hallway but also the living room and her [REDACTED]'s bedroom. A work order for June 3, 2023 indicates that a

⁷ Calculated as $((\$3,395 \times .025) \times 12) + ((\$3,395.00 \times .025) \times 4) + ((\$3,395.00 \times .025) / 31) \times 3 = \$1,366.21$.

plumber was sent to the Affected Unit on June 5, 2023 because of a sewer odor in the bathroom as well as weak toilet pressure. The work order indicated that a wax ring was replaced on the toilet. A work order for November 5, 2023 indicates that the sewer pipe backed up. Ms. Brooksfox testified that it spewed feces into the backyard. A plumber was dispatched on November 6, 2023, and he snaked out the sewer pipe to 100 feet, but it backed up again. Then he used a hydro jet and cleared the line to 100 feet. Ms. Brooksfox said that the sewer odor was alleviated after the pipe was cleaned out.

Respondent submitted evidence that there had been problems with the sewer pipe prior to the backup in November 2023. A portion of the sewer line had been replaced in 2021, and the vendor refused to provide a warranty because he was attaching new materials to old materials rather than replacing the entire sewer line. Additionally, the same sewer line that backed up in November 2023 had backed up a year earlier, on or about December 12, 2022, and the plumber recorded that he performed the same procedure that was done in November 2023, i.e., due to a noticeably large amount of sludge, the plumber had to hydro jet the pipe.

There was no explanation as to why the sewer pipe was not investigated until there was an active backup in November 2023 when Petitioners complained of a sewer odor in May 2023, and, as discussed below, also complained about clogs in the toilet and the bathtub. Given that Respondents should have been aware of the prior history of the sewer line attached to the Affected Unit, it would have been reasonable for Respondent to investigate the sewer pipe within a week of the complaint of a sewer odor on May 13, 2023 rather than putting it off for over five months. This is evidence that Respondent was not properly maintaining the sewer line in good condition, and it entitles Petitioners to a rent reduction.

(b) Toilet

Ms. Brooksfox complained about the toilet for the first time by email of April 19, 2023, in which she stated that the toilet did not have enough water pressure to flush properly. Respondent submitted an invoice from Triple A plumbers dated May 17, 2023, which states that a wax seal was replaced because the toilet was leaking. A work order of June 3, 2023 also says that a wax seal was replaced. Presumably the invoice and the work order refer to the same event, but it is possible that the wax seal was replaced twice. Ms. Brooksfox sent another email on July 4, 2023, complaining that the toilet was not flushing and was getting clogged. According to a work order of July 4, 2023, Mr. Sanchez replaced the toilet on July 5, 2023. According to a work order of August 3, 2023, Ms. Brooksfox reported the toilet as leaking. The work order states that "Jose took care of the leaks." There was no other evidence of problems with the toilet.

Looking at the toilet as isolated from the sewer pipe problem, i.e., just for the leaks, property management for the most part responded within a reasonable time, except for taking almost a month to address the toilet issue after it was first reported in April 2023. It

should have addressed the toilet issue within a week. However, it is reasonable to assume that the condition reported on April 19, 2023, the toilet not having enough pressure to flush, is related to the sewer backup, and a rent reduction for that condition will be allocated.

(c) Bathtub

A work order of August 3, 2023 reports that the bathtub had been clogged for a while and treated with Drano once a week and that Mr. Sanchez dealt with the clog. Ms. Brooksfox testified that when someone showered, the water would accumulate in the bathtub to above the person's ankles. She said that occasionally maintenance would unclog it, and it would temporarily drain properly. She stated that she gave up trying to get it repaired.

The Inspection Report states "Resident stated that the bathtub doesn't drain properly, have a licensed plumber see if there is an obstruction in the drain line for the bathroom." Thus, the MFH Inspector believed that the backup in the bathtub was related to the problems with the drain line. When Respondent had a plumber inspect the drain line on February 20, 2025, he had to clear the cleanout.

Although only one written piece of evidence indicates that Ms. Brooksfox notified Respondent of the bathtub problem, and she testified that she did not follow up, the sewer blockage problem was known to Respondent, as discussed above, and the bathtub clogging could reasonably be related to the sewer line problem.

Given the earlier sewer line problems, it is reasonable to conclude that Respondent should have more thoroughly investigated the sewer line, perhaps replacing the entire line. They did not submit a report from a licensed plumber that considered the history of the sewer problems and advised what to do. The report they submitted simply looked at the bathtub in a very narrow context and stated that the tub was draining at that moment in time after the cleanout was cleared. Because it is reasonable to conclude that the bathtub clogs were related to the sewer pipe problem, the rent reduction for this issue will be addressed as part of the reduction for the sewer pipe backup.

(d) Calculation of Rent Reduction for Sewer Pipe Backup/Toilet/Bathtub

Petitioners lived with a sewer odor in their home as well as persistent, recurring clogs in the toilet and the bathtub for over five months, due to Respondent's delay in investigating the issue. The clogs indicated that the plumbing was backed up and not functioning as designed, and, when the sewer pipe backed up, it created an unsanitary condition in the backyard. The smell affected three rooms (bathroom, one bedroom, living room) and the hallway in addition to affecting the backyard. The three rooms are worth 51 percent of the value of the Affected Unit (.17 x 3); the hallway is worth half of the value of a room, or 8.5 percent; and the enjoyment of the backyard is worth 10 percent of the value of the Affected Unit, a bit less than an entire room. The odor, unsanitary condition, and recurring clogs reasonably had an impact of 10 percent of each of these values. Ten percent of the three

rooms is .51 x .1, or 5.1 percent; ten percent of the hallway is .085 x .1, or .0085; and ten percent of the backyard is .1 x .1, or one percent. The total percentage reduction is .051 + .0085 + .01, which equals seven percent.

From May 13, 2023 through November 5, 2023 is five months and 23 days. The total rent reduction for this time period is \$1,364.57.⁸

(3) Electrical Circuits

Petitioners have met their burden of proof that the insufficient electrical circuitry created a potential safety hazard and therefore falls within California statutory law regarding habitability.

California Civil Code Section 1941.1(a)(5) states that for a building to be habitable, "[e]lectrical lighting, with wiring and electrical equipment [is] maintained in good working order." California Health and Safety Code Section 19720.3(d) requires that "[a]ll wiring [is]...currently in good and safe condition and working properly."

California Electrical Code, Section 605.1 mandates that "[e]lectrical wiring, equipment and appliances shall be properly installed and maintained in a safe and approved manner."

The California Fire Code also addresses this issue and was cited by the MFH Inspector. Section 601.2 says that "[o]perations or conditions deemed unsafe or hazardous by the fire code official shall be abated. Equipment, appliances, materials, and systems that are modified or damaged and constitute an electric shock or fire hazard shall not be used." California Fire Code Section 603.2 states that "[c]onditions that constitute an electrical shock or fire hazard shall be abated."⁹

Ms. Brooksfox first notified Mr. Garcia generally about the circuit breakers shutting down by email of April 19, 2023. On May 13, 2023, she sent another email specifically discussing appliances triggering the circuit breaker if the microwave was in use. On June 9, 2023, Mr. Garcia sent Ms. Brooksfox an email stating that "[w]e are adding a heater in the back room and a dedicated kitchen outlet to add more electrical capacity so that you can use appliances that require more power without triggering the same circuit. It is also to alleviate some of the power consumption on the original circuit." On August 3, 2023, a work order was submitted saying that the power was shutting down in the kitchen when Petitioners used an appliance like the coffeemaker and the microwave. The work order said that Mr. Sanchez investigated, said that he could not replicate the problem and told Ms. Brooksfox to use a different outlet for the coffeemaker. On August 29, 2023, Ms. Brooksfox sent two emails to Mr. Sanchez about the circuits in the kitchen still shutting down despite the

⁸ Calculated as $((\$3,395.00 \times .07) \times 5) + ((\$3,395.00 \times .07)/31) \times 23 = \$1,364.57$.

⁹ The Inspection Report cites an earlier version of California Fire Code Section 605.1. The substance of prior Section 605.1 is covered in the current version Sections 601.2 and 603.2. The current version, California Fire Code, 2022, was adopted by Mountain View in Municipal Ordinances Ch. 14, Article I, Section 1410.1.

installation of the additional circuit. There are no work orders or invoices indicating that anything else was done to remedy the problem, and Ms. Brooksfox said that Petitioners worked around the circuit problem from then on. Ms. Brooksfox also testified that she assumed that Mr. Garcia would pass on the information about the circuits to Ms. Lim when Ms. Lim took over as Resident Manager. By email of November 21, 2021, after the Petition was filed, Ms. Jones contacted Ms. Brooksfox about the electrical problem. Ms. Jones testified that neither she nor Ms. Lim knew of the electrical problem until they received the Inspection Report, yet another unfortunate result of Respondent's poor record-keeping. Petitioners allowed Respondent entry to address the issue on December 4, 2024. As of the date of the Hearing, Petitioners presented an estimate for repairing the electrical problems, and no evidence was presented that it had been repaired prior to Petitioners vacating the Affected Unit.

Mr. Martin testified that he had been in the Affected Unit to investigate the circuit problem and had found that there was insufficient amperage on the countertop, and he had hired an electrician to install a dedicated circuit and two outlets. The remaining three outlets in the kitchen were on the same circuit as the microwave. At the same time, he noticed that the den was being used as a bedroom, so he installed a baseboard heater with a dedicated circuit so that it would not pull power from the countertop in the kitchen. Mr. Martin testified that he never load-tested anything in the kitchen. He admitted that he is not an electrician, and there was no evidence presented that he consulted the Electrical Code prior to determining how many circuits to add and what amperage they should be. Mr. Martinez also stated that if a circuit is overloaded multiple times, it can be unsafe because it can cause the wires to overheat.

The Inspection Report states that "[k]itchens should have two countertop 20 amp electrical circuits, in addition to any built-in appliance circuits. Have a licensed electrical contractor (C-10) verify that circuits for this kitchen are up to code and can handle power demands of the kitchen appliances." The electrical bid dated February 6, 2025 proposes adding a dedicated circuit for the microwave only as well as a second dedicated circuit.

The repeated shutting down of the circuits in the kitchen provides ample evidence of an electrical problem posing a potential safety threat to the occupants of the Affected Unit, entitling Petitioners to a rent reduction. Both the Inspection Report, in citing to the Fire Code, and Mr. Martin in his testimony pointed to potential hazards. Respondent made efforts to address this issue prior to August 3, 2023. On August 3, 2023, the effort to deal with the electrical problem—telling the Petitioners to use a different outlet-- was ineffectual, and the response to complaints thereafter resulted in nothing being done. Therefore, the rent reduction will commence as of August 3, 2023.

The kitchen is worth 17 percent of the total value of the Affected Unit. The problems with the electrical circuits made it impossible to cook properly as well as posing a safety hazard

for the Petitioners. A kitchen is used essentially for two things: to cook and to clean up dishes after cooking. The cooking function was severely diminished. Therefore, it is reasonable to determine that the frequent shutting down of the circuits impaired the use and value of the kitchen by 50 percent. The reduction thus is $.17 \times .5$, or 8.5 percent.

The time period of August 3, 2023 through January 4, 2025 constitutes one year, five months, and one day. The rent refund for the faulty electrical circuits is \$4,915.08.¹⁰

(4) Wall Heater

Petitioners have not met their burden of proof with respect to the wall heater because they did not provide notice to Respondent, as required by CSFRA Section 1710(b)(2).¹¹

In order for a rental unit to be habitable, California Civil Code Section 1941.1 requires "[h]eating facilities...maintained in good working order." California Health and Safety Code Section 17920.3(a)(6) designates "lack of adequate heating" as a characteristic of substandard housing.

Additionally, Mountain View City Code, Ch. 25, Article 3, Section 25.58m, setting out standards for multi-family housing inspections states that inspections shall note "[l]ack of heating system capable of maintaining a temperature of seventy (70) degrees in all habitable rooms."

California Building Code Section 1203.1 requires that "[i]nterior spaces intended for human occupancy shall be provided with active or passive heating systems capable of maintaining an indoor temperature not less than 68° F (20° C) at a point 3 feet above the floor on the design [sic] heating day."¹²

International Property Maintenance Code Section 602.2 states that "[d]wellings shall be provided with heating facilities capable of maintaining a room temperature of 68° F (20° C) in *all* habitable rooms..." (emphasis added).

Respondents added an electric heater to the den, which Petitioners were using as a bedroom, in order to deal with the electrical circuit problem in the kitchen. Petitioners had

¹⁰ Calculated as $((\$3,395.00 \times .085) \times 12) + ((\$3,395.00 \times .085) \times 5) + (((\$3,395.00 \times .085)/31) \times 1) = \$4,915.08$.

¹¹ While Respondent's attorney mentioned at the Hearing that the heater was not listed in the Petition as an issue, it was discussed as an issue during the Prehearing Conference at which time Respondent's attorney was entitled to object to its inclusion as an issue at the Hearing, which she did not do. Additionally, Respondent's attorney did not object at the Hearing, but merely mentioned the fact that the Petition did not list this issue. Respondent was notified of the heater problem by the Inspection Report on or about November 25, 2024, and Mr. Martin addressed the issue on December 4, 2024 by cleaning the contacts in the thermostat. Petitioners did not discuss whether the heater was functioning properly after that.

¹² The Inspection Report cites CBC Section 1204, which has been replaced by Section 1203.1. Mountain View adopted the 2022 edition of the CBC in City Code, Ch. 8, Article I, Section 8.10.1.

no complaints about that heater. Another heater was located on the wall facing onto one bedroom and the hallway near the living room. Mr. Sanchez lit the pilot light on the wall heater during the first winter that Petitioners occupied the Affected Unit. Thereafter, the pilot light went out, so Petitioners used portable space heaters in their children's bedrooms. They did not notify anyone about the lack of heat until they told the MFH Inspector about it.

While lack of heat is a major habitability issue, the CSFRA requires that a Petitioner in a Petition for a downward adjustment of rent based on habitability "demonstrate that the Landlord was provided with reasonable notice and opportunity to correct the conditions that form the basis of this Petition." See, CSFRA Section 1710(b)(2).

While it concerns the Hearing Officer that there is no heat in one of the bedrooms in the Affected Unit (the room that served as Petitioners' [REDACTED] s room), because Petitioners did not provide Respondent with adequate notice of this issue, there will be no rent reduction for it.

(5) Water Heater

Because Respondent delayed in addressing this issue and provided inadequate repairs, Petitioners are entitled to a downward adjustment of rent.

The Inspection Report indicates concern that the MFH Inspector could not determine whether the water heater was properly strapped to resist earthquakes and cites to California Plumbing Code Section 507.2, which governs anchoring of water heaters for seismic safety.

Ms. Brooksfox first complained about the water heater making excessive noise in an email to Mr. Garcia on April 19, 2023. She complained again in an email of May 13, 2023, explaining that the water heater was so loud that her [REDACTED] could not sleep. An invoice of May 16, 2023 indicates that the water heater was replaced on that date. On May 22, 2023, Mr. Garcia sent an email to Ms. Brooksfox that the boiler had been replaced. At some point thereafter, Mr. Sanchez taped up the water heater because the door rattled; however, there is no written record of this. Ms. Brooksfox testified that the noise was diminished after the water heater was taped up, and Petitioners did not complain about it after that. On December 4, 2024, Mr. Martin observed that the door was broken and needed to be replaced or repaired.

The noise emitted by the water heater does not appear to be a habitability issue but is more in the nature of a Housing Service, which in CSFRA Section 1702(h) is defined as including repairs and maintenance "and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit..." Pursuant to CSFRA Section 1710(c), "a decrease in Housing Services or maintenance...without a corresponding reduction in Rent, is considered an increase in rent."

Petitioners first complained about the hot water heater on April 19, 2023, but it was not addressed until May 16, 2023, after she complained a second time. Mr. Garcia dealt with other minor sorts of repairs more promptly, so it was not unreasonable for Petitioners to expect more prompt attention to a potentially bigger concern. It would have been reasonable for the hot water heater to be replaced within a week, not after almost a month. Additionally, taping the water heater door rather than repairing it was an inadequate repair; however, from Petitioners' perspective, it worked. Therefore, the reduction in rent will cover only the time period of April 26, 2023 (one week after notice was provided to Mr. Garcia) through May 16, 2023 (when the hot water heater was replaced), or 20 days.

The hot water heater was working during this entire time; it just made so much noise that Petitioners' [REDACTED] could not sleep in her bedroom. Her bedroom was worth 17 percent of the monthly rent. Her inability to enjoy her bedroom for 20 days is worth \$372.35¹³

For the foregoing reasons, the rent refund for the noisy water heater is \$372.35.

The total amount of rent reduction for all issues is \$6,255.56 + \$1,366.21 + \$1,364.57 + \$4,915.08 + \$372.35 = \$14,273.78.

(6) Retaliation

Ms. Brooksfox testified that she believed that Respondent evicted Petitioners because of their complaints about the Affected Unit. The evidence showed that Petitioners paid rent promptly until October 2024 and were given a rent refund after the initial term of their tenancy ended under a provision of their initial lease intended to provide a rent concession to tenants paying rent on time for the first year of their tenancy. When Petitioners failed to pay rent on time in October 2024, after they notified Ms. Lim of a family emergency and said they would pay a late fee, they were served with an eviction notice. Ultimately, they were served a Notice of Restoration by the Santa Clara County sheriff for January 13, 2025.

Under Section 1714(c) of the CSFRA, if a tenant can show that a landlord evicted them in bad faith, "the Tenant shall be entitled to regain possession of the Rental Unit at same Rent that was lawfully in effect when the Tenant vacated," in addition to any civil remedies that the Tenant may pursue. State law also provides protections against retaliatory eviction.

This issue does not lie within the jurisdiction of the Hearing Officer, and therefore, it was not considered during the Hearing. However, pursuant to CSFRA Section 1714(b), Petitioners may pursue their claim of retaliation in another judicial forum.

¹³ Calculated as $((\$3,395.00 \times .17)/31) \times 20 = \372.35 .

VIII. CONCLUSIONS OF LAW AND DECISION

1. Petitioners timely filed their Petition pursuant to CSFRA Regulations, Chapter 4, Section (D)(7) because, although they are former tenants, they filed their Petition prior to vacating the Affected Unit.
2. Petitioners have met their burden of proof to show Respondent failed to maintain habitable premises pursuant to CSFRA Sec. 1710(b) for the following conditions: moisture, mold and mildew in the bedrooms; mold in the bathroom; sewer pipes backing up and toilet and bathtub clogging; and electrical circuit failures. The claim of excessive noise from the water heater was proven by Petitioners; it constitutes a decrease in Housing Services.
3. Respondent shall refund to Petitioner the total amount of \$14,273.78, as outlined in Attachment 2, Award Schedule, appended hereto.
4. Because Respondent pursued an eviction action against Petitioners to its conclusion, the question of monthly rent payments that are in arrears shall not be designated by the Hearing Officer as a set-off against the award to Petitioners pursuant to this Decision. Respondent may instead pursue its rights to payment post-eviction, if any, in another forum.
5. In the event that this Decision is appealed, the final appeal decision shall include an updated refund schedule as applicable. Additionally, if this Decision is appealed, pending the outcome of the appeal, this Decision will not be considered final.
6. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
7. If a dispute arises as to whether any party has failed to comply with this Decision, any party may request a Compliance Hearing pursuant to CSFRA Regulations, Ch. 5, Section J(1).

It is so ordered.

Date: April 17, 2025



Barbara M. Anscher
Barbara M. Anscher
Hearing Officer

ATTACHMENT 1 – EXHIBITS

Exhibits submitted prior to the Hearing:

Hearing Officer's Exhibits

1. Notice of Filing a Downward Adjustment of Rent Petition, dated 11/19/2024
2. Notice of Acceptance and Forwarding of Petition, with Hearing Information Sheet, dated 12/16/2024
3. Screenshot of Mountain View Rent Stabilization Community Portal, dated 12/16/2024
4. City of Mountain View Multi-Family Housing Inspection Reports, dated 9/13/2012 through 11/25/2024 (inspection of Unit [REDACTED])
5. Notice of Prehearing Meeting and Hearing, with attached Hearing Information Sheet, dated January 17, 2025
6. Prehearing Order, dated 1/27/2025
7. Notice of Updated Hearing Date and Prehearing Order, with attached Hearing Information Sheet, dated 1/27/2025

Petitioners' Exhibits

1. Notice of Submission and Proof of Service, dated 11/15/2024
2. Tenant Petition for Downward Rent Adjustment, dated 11/15/2024
3. Workbook for Petition B
4. Rental Agreement, dated 4/7/2023
5. Resident Ledger, dated 11/15/2024
6. Email from Shandy Brooks to Julian Garcia, dated 5/13/2023
7. Email from Shandy Brooks to Julian Garcia, dated 7/4/2023
8. Email from Shandy Brooks to Julian Garcia, dated 8/29/2023 at 7:02 a.m.
9. Email from Julian Garcia to Shandy Brooks, dated 8/29/2023 at 1:03 p.m.
10. Email from Shandy Brooks to Julian Garcia, dated 8/29/2023 at 1:13 p.m.
11. Email from Julian Garcia to Shandy Brooks, dated 8/31/2023
12. Email from Shandy Brooks to Julian Garcia, dated 11/8/2023

13. Email from Julian Garcia to Shandy Brooks, dated 11/8/2023
14. Email from Shandy Brooks to Julian Garcia, dated 12/27/2023 at 1:16 p.m.
15. Email from Julian Garcia to Shandy Brooks, dated 12/27/2023 at 2:20 p.m.
16. Email from Shandy Brooks to Julian Garcia, dated 12/27/2023 at 3:52 p.m.
17. Email from Julian Garcia to Shandy Brooks, dated 12/27/2023 at 4:14 p.m.
18. Email from Julian Garcia to Shandy Brooks, dated 12/28/2023
19. Email from Shandy Brooks to Julian Garcia, dated 12/28/2023
20. Email from Shandy Brooks to Julian Garcia, dated 2/9/2024
21. Email from Julian Garcia to Shandy Brooks, dated 2/9/2024
22. Email from Julian Garcia to Shandy Brooks, dated 2/12/2024
23. Email from Shandy Brooks to Julian Garcia, dated 3/1/2024
24. Email from Julian Garcia to Shandy Brooks, dated 3/1/2024
25. Email from Shandy Brooks to Julian Garcia, dated 3/13/2024
26. Email from Julian Garcia to Shandy Brooks, dated 3/13/2024
27. Email from Shandy Brooks to Gwen Lim, dated 9/18/2024
28. Email from Gwen Lim to Shandy Brooks, dated 9/18/2024 at 12:27 p.m.
29. Email from Gwen Lim to Shandy Brooks, dated 9/18/2024 at 12:35 p.m.
30. Email from Gwen Lim to Shandy Brooks, dated 9/19/2024
31. Email from Shandy Brooks to Gwen Lim, dated 10/2/2024
32. Email from Shandy Brooks to Gwen Lim and Rachel Jones, dated 10/21/2024
33. Email from Shandy Brooks to Rachel Jones and Gwen Lim, dated 10/24/2024
34. Email from Shandy Brooks to Gwen Lim and Rachel Jones, dated 10/25/2024
35. Email from Shandy Brooks to Gwen Lim and Rachel Jones, dated 10/26/2024
36. Photo dated 11/5/2023
37. Five photographs labeled with various occupants' rooms, undated
38. Video of water heater making noises, undated

39. Email from Shandy Brooks to Patricia Black with information re school counseling, dated 1/12/2025
40. Two photos of a backpack, dated 2/9/2024
41. Photo of discoloration on a wall, dated 3/13/2024
42. Photo of a child in the hospital, dated 3/5/2024
43. Photo of mold on a bathtub tile backsplash, dated 10/21/2024
44. Photo of moisture on a window and mold on the windowsill, dated 10/22/2024
45. Two photos of mold on walls, dated 11/7/2024
46. Photo of ceiling, dated 11/8/2024
47. Three photos of walls with discoloration and/or mold, dated 11/9/2024
48. Two photos of discoloration on walls, dated 12/27/2023
49. Photo of mold/mildew on windowsill, dated 12/27/2023
50. Photo of moisture on window and mold on surrounding wall, dated 2/9/2024
51. Two photos of ceiling, dated 2/9/2024
52. Two photos of moisture on windows, dated 2/9/2024

Respondent's Exhibits

1. Representative Authorization Form, dated 12/16/2024
2. Petition Response Form, dated 12/19/2024
3. Rental Agreement, dated 4/7/2023
4. Mountain View Multi-Family Housing Inspection Report, dated 11/25/2024
5. California Rainguard Invoice, dated 4/12/2024
6. Five unlabeled photographs, taken on 12/4/2024
7. Representative Authorization Form, dated 1/13/2025
8. Document titled "Respondent's Witness List and Supplemental Submissions," 104 pages
9. Document titled "Respondent's Witness List and Amended Supplemental Submissions," 106 pages

Exhibits submitted post-Hearing:

Hearing Officer's Exhibits

8. Post-Hearing Order, dated 1/19/2025

9. Notice of Hearing Officer Post-Hearing Order, dated 2/25/2025

Petitioners' Exhibits

53. Email from Shandy Brooksfox to Patricia Black, dated 2/12/2025 attaching a school counselor notice, dated 2/5/2025

54. Two photographs of mold on backpack, dated 2/9/2024

55. Three photographs of water stains on wall, dated 12/27/2023

56. Photograph of water on window and mold on windowsill, dated 12/27/2023

56. Three photographs of water on window and mold on windowsill, dated 2/9/2024

57. Two photographs of water stains on ceiling and wall, dated 2/9/2024

58. Photograph of stains on wall, dated 2/9/2024

59. Photograph of youth in hospital, dated 3/13/2024

60. Photograph of mold in shower, dated 3/5/2024

61. Photograph of mold on windowsill, dated 10/21/2024

62. Two photographs of discoloration on wall and ceiling, dated 11/7/2024

63. Three photographs of water stains on wall and ceiling, dated 11/9/2024

Respondent's Exhibits

10. Respondent's Post-Hearing Supplemental Submissions

Hearing Officer Decision re Failure to Maintain Habitable Premises and Reduction in Housing Services or Maintenance

Habitability/Housing Service Reduction Issue	Month/Year Issue Began	Month/Year Issue Resolved	Number of Months Issue Persisted	Number of Days Issue Persisted	Monthly Rent	Percentage Reduction	Monthly Reduction (\$)	Daily Reduction (\$)	Total Rent Reduction Awarded
Water Intrusion and Mildew/Mold in Bedrooms	12/27/2023	5/31/2024	5	4	\$ 3,395.00	17%	\$ 577.15	\$ 18.62	\$ 2,960.22
Water Intrusion and Mildew/Mold in Bedrooms	11/1/2024	1/4/2025	2	3	\$ 3,395.00	17%	\$ 577.15	\$ 18.62	\$ 1,210.15
Water Intrusion and Mildew/Mold in Bedrooms	12/27/2023	5/31/2024	5	4	\$ 3,395.00	8.5%	\$ 288.58	\$ 9.31	\$ 1,480.11
Water Intrusion and Mildew/Mold in Bedrooms	11/1/2024	1/4/2025	2	3	\$ 3,395.00	8.5%	\$ 288.58	\$ 9.31	\$ 605.08
Bathroom Mold	12/27/2023	4/30/2025	16	3	\$ 3,395.00	2.5%	\$ 84.88	\$ 2.74	\$ 1,366.21
Sewer Pipe Backup/Toilet/Bathtub	5/13/2023	11/5/2023	5	23	\$ 3,395.00	7.0%	\$ 237.65	\$ 7.67	\$ 1,364.57
Electrical Circuits	8/3/2023	1/4/2025	17	1	\$ 3,395.00	8.5%	\$ 288.58	\$ 9.31	\$ 4,915.08
Wall Heater (no reduction)			0	0	\$ 3,395.00	0%	\$ -	\$ -	\$ -
Water Heater	4/26/2023	5/16/2023		20	\$ 3,395.00	17%	\$ 577.15	\$ 18.62	\$ 372.35
					\$ -	0%	\$ -	\$ -	\$ -
					\$ -	0%	\$ -	\$ -	\$ -
TOTAL									\$ 14,273.78

TOTAL REFUND OWED TO PETITIONER* \$ 14,273.78